Bottomline

Bottomline Technologies Data Privacy Terms Addendum

(formerly referenced as "GDPR Privacy Terms")

THIS DATA PROCESSING ADDENDUM (the "**DP Addendum**") is entered into as of the DPA Effective Date by and between: (1) Bottomline Technologies SÀRL, a company incorporated and registered in Geneva, Switzerland whose registered office is at 53 Route de Malagnou, 1208 Geneva, Switzerland ("**Bottomline**"); and (2) the entity who is a counterparty to the Agreement into which this DP Addendum is incorporated and forms a part ("**Customer**") and records the parties' agreement with respect to the terms and conditions governing the Processing and security of Personal Data provided to Bottomline pursuant to the Agreement. **Annex 1 (*Data Processing Details*) sets out certain information regarding Bottomline's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.**

1. Interpretation and Application

1.1. In this DP Addendum the following terms shall have the meanings set out in this Section 1.1, unless expressly stated otherwise:

(a) "**Agreement**" means the agreement entered into by and between the parties pursuant to which Bottomline agrees to provide, and Customer agrees to procure, the Relevant Services (including any Order Agreements, Statements of Work, amendments or similar documents used to define the nature and scope of such services).

(b) "**Anonymised Data**" means any Customer Personal Data, which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Bottomline or any other party reasonably likely to receive or access that anonymised Personal Data.

(c) "**Bottomline Personal Data**" means Personal Data (where Bottomline is the Controller of such Personal Data) that is (i) information Bottomline receives about the Customer's operations (such as contact information in relation to personnel within the Customer who Bottomline needs to liaise with); (ii) used in carrying out fraud, anti-money laundering, sanctions and any other checks; (iii) used in compliance with Bottomline's legal and regulatory obligations; (iv) used in the process of anonymisation and aggregation of Customer Personal Data as described in section 3.5; and (v) used in the provision of the Relevant Services where Bottomline is unable to act as a Processor.

(d) "**Cessation Date**" has the meaning given in Section 8.1.

(e) "**Customer Personal Data**" means any Personal Data (excluding Bottomline Personal Data) supplied to Bottomline by or on behalf of the Customer and processed by or on behalf of Bottomline under the Agreement, as further described in Annex 1 to this DP Addendum.

(f) "**Data Protection Laws**" means the **GDPR**, together with any applicable implementing or supplementary legislation in the UK or any applicable member state of the EEA and the FADP.

(g) "**Data Subject Request**" means the exercise by Data Subjects of their rights under, and in accordance with the Data Protection Laws.

(h) "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates, the relevant Processing of whose Personal Data falls within the territorial scope of the Data Protection Laws.

(i) "**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and "**Deletion**" shall be construed accordingly.

(j) "**DPA Effective Date**" has the meaning as determined pursuant to Section 2.1.

(k) "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

(l) **"FADP"** means the Swiss Federal Act on Data Protection dated 1st September 2023 as amended from time to time.

(m) "**GDPR**" means the UK GDPR and/or EU GDPR (as applicable in the context). References to "**Articles**" and "**Chapters**" of, and to relevant defined terms in, the GDPR shall be construed accordingly.

(n) "**Personal Data Breach**" an actual (and not simply a suspected) personal data breach (as defined in the Data Protection Laws) that: (i) is confirmed by Bottomline's Risk Committee following appropriate investigations, (ii) affects Customer Personal Data and (iii) which Bottomline is required to notify to Customer under Data Protection Laws.

(o) "**Personnel**" means a person's employees, agents, consultants or contractors.

(p) "**Relevant Body**":

(i) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office and/or UK Government (as applicable in the context);

(ii) in the context of Switzerland and the FADP, means the Swiss Federal Council (Bundesrat) and/or Swiss Government (as applicable in the context); and/or

(iii) in the context of the EEA and EU GDPR, means the European Commission.

(q) "**Relevant Services**" means the relevant services agreed to be provided by Bottomline under and in accordance with the Agreement.

(r) "**Restricted Country**":

(i) in the context of the UK, means a country or territory outside the UK; and/or

(ii) in the context of the EEA and Switzerland, means a 'third country' or territory outside the EEA and Switzerland (which shall, as and where applicable, be interpreted in line with Article FINPROV.10A(1) of the Trade and Cooperation Agreement between the EU and the UK),

that the Relevant Body has not deemed to provide an 'adequate' level of protection for Personal Data pursuant to a decision made or approved under Article 45 of the GDPR or the FADP as applicable.

(s) "**Restricted Transfer**" means a transfer of Customer Personal Data from Bottomline to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis under Chapter V of the GDPR or the FADP as applicable.

(t) "**Standard Contractual Clauses**" means the standard contractual clauses (including the UK Addendum and IDTA where UK GDPR applies) issued or approved from time-to-time by the Relevant Body under Article 46 of the EU GDPR or S119A(1) Data Protection Act 2018 (as applicable) for the transfer of Personal Data from Controllers or Processors in the EEA, Switzerland or UK to Controllers or Processors established in Restricted Countries.

(u) "**Subprocessor**" means any third party appointed by or on behalf of Bottomline to Process Customer Personal Data.

(v) "**Subprocessor List**" means the list of Subprocessors (including those Subprocessors' locations) that are engaged in certain specified Processing activities on behalf of Bottomline from time-to-time in connection with its provision of the Relevant Services.

(w) "**Supervisory Authority**":

(i) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office;

(ii) in the context of Switzerland and the FADP, means the Swiss Federal Council (Bundesrat); and/or

(iii) in the context of the EEA and EU GDPR, shall have the meaning given to that term in Article 4(21) of the EU GDPR.

(x) **"UK Addendum"** means the addendum to the Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 or such replacement addendum from time to time.

(y) "**UK GDPR**" means the Data Protection Act 2018 and EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the various Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations).

1.2. In this DP Addendum:

(a) the terms, "**Controller**", "**Processor**", "**Personal Data**" and "**Process**" (and its inflections) shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;

(b) unless otherwise defined in this DP Addendum, all capitalised terms shall have the meaning given to them in the Agreement;

(c) 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; and

(d) any words following the terms "**including**", "**include**" or any similar expression shall be construed as illustrative and shall not limit the sense of the description, definition, phrase or terms that comes before the relevant term.

2. Effect and Precedence

2.1. This DP Addendum shall come into force and effect from the "**DPA Effective Date**", being either:

(a) where the terms of this DP Addendum are incorporated into the Agreement by reference the Effective Date of the Agreement (as defined therein); or

(b) 27 December 2022, where either:

(i) Bottomline's Processing of Customer Personal Data and/or Bottomline Personal Data is otherwise subject to a prior version of this DP Addendum agreed between parties (including through any deemed acceptance mechanism provided for in such prior version); or

(ii) subject to Section 2.2 below, none of the foregoing provisions in Section 2.1(a) or Section 2.1(b)(i) apply and Customer continues to access or use the Relevant Service(s) (or any portion thereof), without having first notified Bottomline (by email to DataProtectionOfficer@bottomline.com) of Customer's rejection of this DP Addendum within fourteen (14) days of this DP Addendum being notified to Customer (notwithstanding any '*No Variation*', '*Entire Agreement*' or similar provisions in the Agreement).

2.2. The deemed acceptance through continued use provision of Section 2.1(b)(ii) shall not apply to any Customer with whom Bottomline has (prior to 27 December 2022) separately agreed data processing terms otherwise than on the basis of a version of this online DP Addendum, which establish the contractual terms required by Article 28(3) of the GDPR and cover the use and provision of the Relevant Services.

2.3. With effect from the DPA Effective Date, this DP Addendum:

(a) shall hereby be incorporated into, and shall form an effective part of, the Agreement; and

(b) will replace and disapply any previously applicable data processing agreement, addendum or similar and any other terms previously applicable to privacy, data processing, data security and/or otherwise relating to Bottomline's Processing of Customer Personal Data and/or Bottomline Personal Data (including any previous version of this DP Addendum).

2.4. In the event of any conflict or inconsistency between this DP Addendum and the Agreement, this DP Addendum shall prevail.

3. PROCESSING OF CUSTOMER PERSONAL DATA

3.1. In respect of Personal Data, the parties acknowledge that (as between the parties):

(a) Bottomline acts as a Processor and Customer acts as the Controller for Customer Personal Data (notwithstanding the foregoing, where the Customer acts as the Processor for Customer Personal Data, Bottomline shall be deemed as a subprocessor); and

(b) Bottomline acts as an independent Controller for any Bottomline Personal Data.

3.2. Bottomline shall not Process Customer Personal Data other than:

(a) as permitted by the Agreement and this DP Addendum (subject always to Section 3.9); or

(b) as required by applicable European Union, Swiss, UK or European Union Member State laws.

3.3. To the extent permitted by applicable laws, Bottomline shall inform Customer of:

(a) any Processing to be carried out under Section 3.2(b); and

(b) the relevant legal requirements that require it to carry out such Processing,

before the relevant Processing of that Customer Personal Data.

3.4. Customer instructs Bottomline to Process Customer Personal Data as necessary:

(a) to provide the Relevant Services to Customer; and

(b) to perform Bottomline's obligations and exercise Bottomline's rights under the Agreement.

3.5. Provided Bottomline does so in accordance with Data Protection Laws, Customer agrees that Bottomline shall be able to create, use and disclose Anonymised Data, together with information it collects from its other customers for data analytics and development purposes, including to create insights, reports and other analytics and to improve and develop Bottomline's products and services.

3.6. Bottomline shall implement appropriate technical and organisational measures, in relation to the protection of Customer Personal Data to protect against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage and ensure a level of security appropriate to the risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and Article 7 FADP.

3.7. Bottomline shall take reasonable steps to ensure the reliability of any Bottomline Personnel who Process Customer Personal Data, ensuring:

(a) that access is strictly limited to those individuals who need to know or access the relevant Customer Personal Data for the purposes described in this DP Addendum; and

(b) that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.8. Where Bottomline receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Bottomline shall inform Customer.

3.9. Customer acknowledges and agrees that any instructions additional to those set out in this DP Addendum or the Agreement issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Bottomline pursuant to or in connection with the Agreement:

(a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and

(b) shall not relate to the scope of, or otherwise materially change, the Relevant Services to be provided by Bottomline under the Agreement.

3.10. The Customer may at its discretion subject to sixty days prior written notice terminate the Agreement in its entirety if Bottomline notifies the Customer that:

(a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise),

provided always that, i) the parties shall in good faith seek to reach a mutually acceptable resolution within thirty days of Bottomline notifying the Customer that it is unable to meet the instructions under (a) and (b) above and ii) until such time as either a resolution has been reached between the parties or the Customer exercises its above termination right, Bottomline shall continue to provide the Services in accordance with the Agreement notwithstanding any such Customer instructions.

3.11. Customer represents and warrants on an ongoing basis that:

(a) it is subject to the territorial scope of the Data Protection Laws as determined in accordance therewith (including pursuant to Article 3 of the GDPR). Customer further agrees that to the extent that it is not in fact subject to the territorial scope of the Data Protection Laws, this DP Addendum shall be deemed automatically void with effect from the DPA Effective Date or the date when it was no longer subject to the territorial scope of the Data Protection Laws, if later, without requirement of notice;

(b) there is, and will be throughout the term of the Agreement, a valid legal basis (whether under Articles 6, 9 and/or 10 of the GDPR or otherwise as required under Data Protection Laws) for the Processing by Bottomline of Customer Personal Data in accordance with this DP Addendum and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing);

(c) where applicable, Customer has been instructed by, and obtained the valid and effective authorisation of, any relevant third party Controller(s) (including, for these purposes, Customer Affiliates) to instruct Bottomline (and its Subprocessors that are approved subject to and in accordance with Section 4) to Process Customer Personal Data as set out in and contemplated by this DP Addendum and the Agreement; and

(d) where applicable, the Customer has all necessary consents and notices in place to enable lawful transfer of Bottomline Personal Data to Bottomline and/or lawful collection of the same by Bottomline for the duration and purposes of this DP Addendum.

4. SUBPROCESSING

4.1. Customer authorises Bottomline to appoint Subprocessors in accordance with this Section 4 and Bottomline acknowledges that it shall remain liable for any acts or omissions of such Subprocessors with respect to their Processing of Customer Personal Data.

4.2. Bottomline may continue to use those Subprocessors already engaged by Bottomline as at the DPA Effective Date, as such are shown in the Subprocessor List on such date as Processing Customer Personal Data on Bottomline's behalf in connection with the Relevant Services (a copy of which shall be provided to Customer on request).

4.3. Bottomline shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor by way of Bottomline providing Customer with an updated copy of the Subprocessor List via a 'mailshot' or similar mass distribution mechanism sent via email to Customer's normal addressees for system updates.

4.4. If within fourteen (14) days of receipt of notice given to Customer pursuant to Section 4.3, Customer notifies Bottomline in writing of any objections to the proposed appointment of any new Subprocessor and demonstrates to Bottomline's reasonable satisfaction that the proposed Subprocessor's Processing of Customer Personal Data would cause Customer to violate Data Protection Laws, Bottomline shall either:

(a) recommend a commercially reasonable change to Customer's configuration or use of the Relevant Services to avoid Processing of Customer Personal Data by the proposed Subprocessor objected to by Customer; and/or

(b) use reasonable efforts to make available a commercially reasonable change in the provision of the Relevant Services which avoids the use of that proposed Subprocessor.

4.5. Where no changes referenced in Section 4.4 can be made, or any such changes proposed by Bottomline are expressly rejected by the Customer, within the thirty (30) day period

following Bottomline's receipt of Customer's notice of objections (the "**Change Period**"), either party may by written notice to the other, to be served within fourteen (14) days of the expiration of that Change Period, terminate the Agreement (either in whole or to the extent that it relates to the portion of the Relevant Services which requires the use of the proposed Subprocessor) with immediate effect.

4.6. If Customer (having not raised an objection to a new Subprocessor) uses the Relevant Services (or the relevant portion thereof) after the expiry of the fourteen (14) day period referred to in Section 4.4, Customer agrees that it shall be deemed to have approved the ongoing use of that Subprocessor.

4.7. With respect to each Subprocessor, Bottomline shall:

(a) before the Subprocessor first Processes Customer Personal Data (or, as soon as reasonably practicable, in accordance with Section 4.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by this DP Addendum; and

(b) ensure that the arrangement between Bottomline and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DP Addendum (including those set out in Section 3.6).

5. DATA SUBJECT RIGHTS

5.1. Taking into account the nature of the Processing, Bottomline shall (at the Customer's cost) assist the Customer in the fulfilment of the Customer's obligation to respond to Data Subject Requests.

5.2. Bottomline shall:

(a) promptly notify Customer if Bottomline receives a Data Subject Request; and

(b) ensure that Bottomline does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

6. PERSONAL DATA BREACH

6.1. Bottomline shall notify Customer without undue delay upon Bottomline becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Bottomline's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

(a) affected Data Subjects; or

(b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

6.2. Bottomline shall co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation, reporting, mitigation and remediation of each such Personal Data Breach.

7. DATA PROTECTION IMPACT ASSESSMENTS

7.1. Bottomline shall assist the Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of Customer by FADP, s.64 Data Protection Act 2018 or Article 35 or Article 36 of the GDPR (as applicable), in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Bottomline.

8. DELETION AND RETENTION

8.1. Subject to Section 8.4, upon the date of cessation of the Relevant Services (the "**Cessation Date**"), Bottomline and any Subprocessor shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

8.2. To the fullest extent technically possible in the circumstances, promptly following the Cessation Date, Bottomline and any Subprocessor shall either (at its option):

(a) delete; or

(b) irreversibly render Anonymised Data,

all Customer Personal Data then within Bottomline's possession.

8.3. In the event that, on or prior to the Cessation Date, the Customer requests return of Personal Data, Bottomline shall (at the Customer's cost) return a copy of Customer Personal Data to the Customer in a standard, interoperable format.

8.4. Bottomline and any Subprocessor may retain Customer Personal Data where required by applicable European Union, Swiss, UK or European Union Member State law, for such period as may be required by such applicable law, provided that Bottomline and any such Subprocessor shall ensure:

(a) the confidentiality of all such Customer Personal Data; and

(b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable European Union, Swiss, UK or European Union Member State law requiring its storage and for no other purpose.

9. AUDIT RIGHTS

9.1. On request, Bottomline shall make available to Customer copies of the most recent relevant third-party certifications and audits obtained or procured by Bottomline, to demonstrate its ongoing compliance with applicable provisions of this DP Addendum (including Section 3.6).

9.2. Subject to Sections 9.3 and 9.4, in the event that Customer (acting reasonably) considers that the information made available by Bottomline pursuant to Section 9.1 is not sufficient to demonstrate Bottomline's compliance with this DP Addendum, Bottomline shall contribute to reasonable audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Bottomline.

9.3. Customer shall give Bottomline reasonable notice of any audit or inspection to be conducted under Section 9.2 (which shall in no event be less than thirty (30) days' notice unless required by a Supervisory Authority) and shall use its reasonable endeavours (and ensure that each of its mandated auditors uses their reasonable endeavours) to avoid causing, and hereby indemnifies Bottomline in respect of, any damage, injury or disruption to Bottomline's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Bottomline's other customers or the availability of Bottomline's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any audit or inspection.

9.4. Bottomline need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of their identity and authority;

(b) to any auditor whom Bottomline has not given its prior written approval (not to be unreasonably withheld) or to any auditor who has not entered into a non-disclosure agreement with Bottomline on terms acceptable to Bottomline (acting reasonably);
(c) where, and to the extent that, Bottomline considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Bottomline's other customers or the availability of Bottomline's services to such other customers;
(d) outside normal business hours at those premises; or
(e) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which:
(i) Customer reasonably considers necessary because of a Personal Data Breach; or
(ii) Customer is required to carry out by Data Protection Law or a Supervisory Authority,
where Customer has identified the Personal Data Breach or the relevant requirement in its notice to Bottomline of the audit or inspection.

9.5. Save in respect of any audit or inspection conducted as a result of, and notified to Bottomline within the sixty (60) days immediately following the parties' joint determination of Bottomline's material breach of this DP Addendum Customer shall bear any third party costs in connection with such inspection or audit and reimburse Bottomline for all costs incurred by Bottomline and time spent by Bottomline (at Bottomline's then-current professional services rates) in connection with any such inspection or audit.

10. RESTRICTED TRANSFERS

10.1. Subject to Section 10.2 and Section 10.3, to the extent that Bottomline effects a Restricted Transfer of Customer Personal Data to a Subprocessor, Bottomline agrees that it shall enter into the Standard Contractual Clauses (as the "data exporter") with that Subprocessor (as the "data importer").

10.2. In respect of any Restricted Transfer between Bottomline and a Subprocessor described in Section 10.1, Customer acknowledges and agrees that Bottomline's obligation to enter into the Standard Contractual Clauses as required by Section 10.1 shall be satisfied by the inclusion of the details of the Customer Personal Data in the general description of the "personal data" referred to in any existing or future Standard Contractual Clauses entered into by and between Bottomline and that Subprocessor.

10.3. Section 10.1 shall not apply to a Restricted Transfer unless entry into the Standard Contractual Clauses referred to therein is required to allow the relevant Restricted Transfer and the associated Processing to take place without breach of Data Protection Laws.

11. VARIATION

11.1. Bottomline reserves the right to amend this DP Addendum from time-to-time (including by posting an updated form hereof on the page on which this document is currently posted or any successor page thereto) as may be required due to changes in Data Protection Laws and/or changes to the functionality of Bottomline's products and services, provided always that in its amended form this DP Addendum contains such contractual terms as may then be required by applicable Data Protection Laws.

11.2. In the event that there is a change in the Data Protection Laws that Bottomline considers (acting reasonably) would mean that Bottomline is no longer able to provide the Relevant Services in accordance with its obligations under Data Protection Laws, Bottomline reserves the right to make such changes to the Relevant Services as it considers reasonably necessary to ensure that Bottomline is able to provide the Relevant Services in accordance with Data Protection Laws.

11.3. In the event that Customer (acting reasonably and in good faith) considers that any changes made either to the Relevant Services and/or this DP Addendum pursuant to Section 11.1 or Section 11.2 (as applicable) will cause material and irreparable harm to it, Customer may terminate the Agreement in its entirety with immediate effect upon written notice to Bottomline to be served within thirty (30) days of the effective date of said changes.

12. CUSTOMER AFFILIATES' RIGHTS

12.1. The parties acknowledge and agree that Customer has entered into this DP Addendum for both itself and on behalf of, and for the benefit of, those companies that are:
(a) controlled by Customer, which control Customer or which are under common control with Customer and are (as between those companies and Bottomline) Controllers of any Customer Personal Data; and
(b) properly entitled to use and receive the benefit of the Relevant Services pursuant to and in accordance with the Agreement,
such companies, "**Customer Affiliates**". For the purposes of Section 12.1(a) "**control**" and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights in a company.

12.2. The parties acknowledge and agree that all references to Customer in this DP Addendum shall, be construed to refer to each Customer Affiliate, **provided that** it is acknowledged and agreed that:
(a) any rights and any remedies available to Customer Affiliates under this DP Addendum shall accrue, and may only be exercised and sought by Customer, on a collective, and not an individual basis, on behalf of Customer and all Customer Affiliates – as examples: (i) any inspections shall be conducted for the benefit of Customer and all Customer Affiliates collectively, and the limits on the frequency of such audits shall apply on a collective basis; and (ii) any relevant notices shall be given by Bottomline to Customer only, and Customer (and not Bottomline) shall be responsible for disseminating such notices to Customer Affiliates; and
(b) Bottomline's total liability (whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise) arising out of or in connection with this DP Addendum shall be subject to those limitations on, and exclusions of, Bottomline's liability under the Agreement, which it is agreed shall apply on a collective basis (and not an individual and several basis) to Customer and all Customer Affiliates.

Annex 1 Data Processing Details

Subject matter and duration	The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DP Addendum.
Nature and purpose	Financial Messaging Services: processing of SWIFT traffic - SIC, euroSIC and SECOM, message transformation and reformatting, reconciliation services, sanction list screening, cash management services and other services supporting the processing of payments, all as set out in the Agreement. Software (on-premise) Support: processing of any Customer Personal Data provided (where applicable) in connection with resolution of a Support Incident.
Types of Customer Personal Data to be Processed	Financial Messaging Services: Payment beneficiary details. These may include: • First name, last name, maiden name and title. • Service Provider name and office address • Private address • IBAN, BIC, bank account numbers • Text fields which could contain free format Personal Data • Passport numbers, Social security numbers, Tax ID, Driving license number, Residence permit numbers or other ID numbers held in public registries. • Date and place of birth Software (on-premise) Support: Payment beneficiary details. These may include: • First name, last name, maiden name and title. • Service Provider name and office address • Private address • IBAN, BIC, bank account numbers • Text fields which could contain free format Personal Data • Passport numbers, Social security numbers, Tax ID, Driving license number, Residence permit numbers or other ID numbers held in public registries. • Date and place of birth
Categories of sensitive Personal Data	None.
Categories of Data Subject to whom the Customer Personal Data relates	Financial Messaging Services: • Payment beneficiaries • Payers • Application users • (Where such information is provided by Customer to Bottomline and not vice versa) individuals listed on sanction lists Software (on-premise) Support: • Payment beneficiaries • Payers • Application users • (Where such information is provided by Customer to Bottomline and not vice versa) individuals listed on sanction lists
Subprocessor List	The Subprocessor List for the Relevant Service(s) is available on request from your Bottomline customer service representative.
Date of this version:	29th August 2023