

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

The agreement is made up of the following documents (collectively, 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):

1. the Order Form(s) signed pursuant to these Terms and Conditions;
2. the applicable Annexes to the Product Schedules;
3. the applicable Product Schedules;
4. these Terms and Conditions;
5. the Mandatory Terms;
6. the Privacy Terms referenced in Clause 11.3;
7. any applicable Statement of Work; and
8. the SLA.

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 Bottomline 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 England;

"Authorised Users" means those employees, agents and independent contractors of the Customer who the Customer has authorised to access and use Bottomline Solutions;

"Bacs" means Bacs Payment Schemes Limited, a company registered in England and Wales with company number 04961302, whose registered address is at The White Chapel Building, 10 Whitechapel High Street, London, United Kingdom, E1 8QS2 (or its successor);

"Bottomline Infrastructure" means Bottomline's hardware, communications infrastructure (including the Equipment) and programs (including Software) directly used for the provision of Subscription Services, excluding any Bottomline's internal infrastructure and systems;

"Bottomline IPR" has the meaning given to it in Clause 9.1;

"Bottomline Solutions" means Subscription Services, Professional Services, Software, Equipment and/or Product Documentation (as applicable);

"Business Day" means a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business;

"Confidential Information" means all information (in any form) that is proprietary, non-public and/or confidential in nature in relation to the disclosing party (or its Group Companies) and (i) is clearly labelled or otherwise identified as confidential, or (ii) from its nature and/or the circumstances of its disclosure it is reasonable to infer that it is confidential information. Confidential information excludes any information: (i) the receiving party can prove was in its possession or in the public

domain prior to it being received or obtained from the disclosing party; (ii) the receiving party lawfully or properly obtains without obligation of confidentiality; (iii) that comes into the public domain otherwise than through the default or negligence of the receiving party; or (iv) the receiving party can prove was independently developed by the receiving party without reference to the confidential information of the other party;

"Customer" means the legal entity (including registered company, public body, or financial institution) or a person specified in the Order Form;

"Customer Data" means all data uploaded by the Customer to the Subscription Services (excluding any Bottomline IPR);

"Customer Infrastructure" means the Customer's (or its third party provider's) hardware, software and communication lines required to link to the Bottomline Infrastructure in order to access the Subscription Services;

"Customer IPR" means Intellectual Property Rights (i) owned by the Customer before the Effective Date, and/or (ii) created by the Customer (or on the Customer's behalf) independently of the Agreement, and in each case excluding any Bottomline IPR;

"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 date when the first Order Form becomes binding pursuant to Clause 3.1 of these Terms and Conditions;

"Equipment" means any hardware supplied by or on behalf of Bottomline to the Customer;

"Fees" means the charges, including monthly and annually recurring charges, payable by the Customer to Bottomline in respect of Bottomline Solutions and Bottomline Infrastructure, as set out in an Order Form;

"FPSL" means Faster Payments Scheme Limited, a company registered in England and Wales with company number 07751778, whose registered address is at The White Chapel Building, 10 Whitechapel High Street, London, United Kingdom, E1 8QS2 (or its successor);

"Group Companies" means the relevant party, its subsidiaries and 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 Bottomline 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 and/or Software, as further described in a Product Schedule and Order Form;

"Mandatory Terms" means third-party (including PNP) flow-down terms and conditions set out in <http://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" or "Order Agreement" means a document entered into pursuant to these Terms and Conditions, which specifies the Bottomline Solutions and their associated Fees;

"Output" means any material generated by the Subscription Services;

"Pay.uk" means Pay.uk Limited, a company registered in England and Wales with company number 10872449, whose registered address is at 2 The White Chapel Building, 10 Whitechapel High Street, London, United Kingdom, E1 8QS2 (or its successor);

"Payment Network Provider" or "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 or use the PNP networks and services;

"Privacy Terms" means the terms and conditions referenced in Clause 11.3;

"Product Documentation" means the documentation made available by Bottomline as amended from time to time, which sets out user instructions, system limitations, fair usage policies, system requirements and descriptions 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 Bottomline 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;

"Renewal Period" has the meaning given to it in Clause 2.2;

"SLA" means the current version of the supplementary terms applicable to the relevant Subscription Services and entitled "SLA - [product name]" 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 the Subscription Services, 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 by Bottomline from time to time;

"Statement of Work" or "SOW" means a document specifically referenced in an Order Form which provides further details of the Professional Services to be provided. For the avoidance of doubt, where the Order Form does not reference a Statement of Work, the Order Form shall itself be deemed to be the Statement of Work (where applicable);

"Subscription Services" means the specific subscription-based service(s) as specified in an Order Form, provided to the Customer via the Bottomline Infrastructure;

"SWIFT" means The Society for Worldwide Interbank Financial Telecommunication whose head office is located at Avenue Adele 1, B-1310 La Hulpe, Belgium (or its successor);

"Template" means a single document configuration provided by Bottomline 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. Term

2.1 The Agreement shall commence on the Effective Date and continue until terminated in accordance with Clause 16.

2.2 Unless otherwise stated, each Order Form and Subscription Services term shall commence on the Order Effective Date and remain in force for the Initial Term. Thereafter, each Order Form and Subscription Services shall automatically renew for successive periods of twelve (12) months ("**Renewal Period**") unless terminated in accordance with Clause 16.

- 2.3 Subject to Clause 16, an SOW shall be deemed expired at the earlier of: (i) the expiry date set out in an SOW, or (ii) when the delivery of Professional Services have been completed.

3. Order Forms and Schedules

- 3.1 The Customer may procure Bottomline Solutions by agreeing an Order Form with Bottomline. An Order Form shall only be binding at the earlier of: (i) once signed by an authorised representative of each party, or (ii) when Bottomline starts delivering and/or implementing the Bottomline Solutions or services (the “**Order Effective Date**”). For the avoidance of doubt, all Order Forms made pursuant to these Terms and Conditions shall be governed by and form a part of the Agreement.
- 3.2 Each Product Schedule (and the applicable Annexes) shall apply as further described therein.

4. Bottomline's Responsibilities

- 4.1 Subject to the Customer's compliance with the terms and conditions of the Agreement and payment of applicable Fees, Bottomline shall provide the Customer with Bottomline Solutions in accordance with the Agreement.
- 4.2 Where required, Bottomline shall carry out the necessary initial on-boarding services to set up and configure the Subscription Services as further described in an SOW (where applicable). Unless otherwise agreed in an Order Form, any Professional Services required by the Customer to implement updates or new versions of the Subscription Services and/or Software is chargeable.
- 4.3 Bottomline will perform the services in a professional and workmanlike manner, using reasonable care and skill.
- 4.4 Bottomline shall provide support for the Subscription Services and Software in accordance with the SLA at the applicable support level to which the Customer has subscribed. Bottomline shall provide support for the current and one prior version of the Subscription Services and/or Software only.
- 4.5 Bottomline reserves the right to amend or upgrade Bottomline Solutions and/or Bottomline Infrastructure from time to time. Subject to Clause 15.1(b), Bottomline will undertake such amendments or upgrades in accordance with the maintenance obligations as set out in the applicable SLA.
- 4.6 If Professional Services are ordered by the Customer, Bottomline shall deliver such Professional Services to the Customer in accordance with the applicable SOW.
- 4.7 The dates for delivery of Professional Services, Equipment and initial delivery of other Bottomline Solutions are approximates only and time is not of the essence. Bottomline will not be liable in any circumstances for the consequences of any delay in delivery of Professional Services, Equipment and initial delivery of other Bottomline Solutions.
- 4.8 If Bottomline personnel attend the Customer's premises, Bottomline shall procure that they comply with any reasonable safety and security policies applicable to the Customer's site and made known to Bottomline by the Customer, from the point at which they were made known to Bottomline.

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 Bottomline in relation to the Agreement;
- (c) provide all reasonable access to the Customer's premises and Customer Infrastructure as requested by Bottomline (including access required by Bottomline to inspect any Equipment) for the provision of Bottomline Solutions;
- (d) provide, maintain and ensure that the Customer Infrastructure complies with the relevant specifications provided by Bottomline from time to time;
- (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer Infrastructure to Bottomline Infrastructure;
- (f) procure and maintain the PNP Requirements and promptly notify Bottomline and the relevant PNP of any non-compliance;
- (g) ensure that access to Bottomline Solutions and/or Bottomline Infrastructure are restricted to Authorised Users only and all Authorised Users are notified of the Customer's obligations under the Agreement;
- (h) advise Bottomline of any changes in any named Authorised Users who have access to Bottomline Solutions and/or Bottomline Infrastructure;
- (i) use all reasonable endeavours (including security software) to prevent any distribution of malicious code and/or unauthorised access to Bottomline Solutions and/or Bottomline Infrastructure. In the event of any such distribution or unauthorised access, the Customer shall promptly notify Bottomline;
- (j) ensure that all devices used by the Customer to access Bottomline Solutions and/or Bottomline 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 on a regular basis in accordance with good industry practice, or sooner when prompted to within the Subscription Services;
- (l) promptly deactivate Authorised User accounts where an Authorised User is no longer required to access the Subscription Services;
- (m) use all reasonable endeavours to advise Bottomline in advance of any known or expected significant increases in Subscription Services usage or daily message traffic volumes; and
- (n) ensure that in the event Customer's personnel attend Bottomline premises, procure that they comply with any reasonable safety and security policies applicable to Bottomline's site and made known to the Customer by Bottomline, 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 Bottomline Solutions or Bottomline Infrastructure;
- (b) permit Bottomline Solutions to be combined with or become incorporated in any other software or service;
- (c) subject to Clause 9.2, license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make Bottomline Solutions available to any third parties; or
- (d) abuse or make unlawful use of Bottomline Solutions including fraudulent use.
- 5.3 The Customer may use the Subscription Services, Software and/or Equipment only in accordance with the Agreement and the Product Documentations. In the event the Customer

breaches the foregoing obligations, the Customer accepts that the Subscription Services, Software and/or Equipment may not operate properly or the performance of the Subscription Services, Software and/or Equipment may be degraded.

- 5.4 The Customer acknowledges that the Subscription Services may enable or assist the Customer to send files and instructions to PNPs. Reports provided by the Subscription Services are for information purposes only and should not be used for payment reconciliation. The Customer should only rely on reports from the PNP for payment reconciliation.

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 Bottomline to undertake the installation or maintenance services; 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 Bottomline 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 dispatch.
- 6.3 Bottomline 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 Bottomline's sole discretion: (i) Bottomline 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) the Customer shall return the Equipment to Bottomline.

7. Fees and Payments

- 7.1 All Fees for Bottomline Solutions shall be invoiced in accordance with the relevant Product Schedule. Where more than one Product Schedule applies or the Customer has procured multiple Bottomline Solutions, Bottomline may issue separate invoices.
- 7.2 Time for payment shall be of the essence of the Agreement. Unless otherwise stated in the Product Schedule, the Customer shall pay Bottomline all Fees set out in an Order Form, or as otherwise due under the Agreement, no later than thirty (30) days from the date of Bottomline's invoice.
- 7.3 Commencing in year two (2) of any term for the provision of Bottomline Solutions, Bottomline reserves the right to increase Fees annually. Such increase shall be by an amount calculated at the percentage change in UK RPI over the twelve (12) month period to the end of January each year as published by the Office for National Statistics, plus three percent (3%).
- 7.4 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 Bottomline's invoice(s) at the appropriate rate. The Customer shall pay for any taxes, duties or levies which Bottomline is required by law to collect.

- 7.5 If the Customer is required by law to deduct any amount from the amounts to be paid to Bottomline 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 Bottomline are the amounts specified on the invoice. To the extent that any withholding tax is payable, Bottomline and the Customer shall mutually collaborate and provide reasonable assistance requested to obtain the benefits of any applicable tax treaty between the country where Bottomline 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.
- 7.6 In the event that a PNP or any competent legislative or regulatory authority introduces any mandatory change which requires modification to Bottomline Solutions and/or Bottomline Infrastructure, then Bottomline 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) has the full power and authority to enter into the Agreement, and that the person executing this Agreement on its behalf has authority to bind such party;
 - (b) shall comply with Applicable Laws relevant to such party (including the Bribery Act 2010, Criminal Finances Act 2017 and the Modern Slavery Act 2015) in carrying out its obligations under the Agreement;
 - (c) has all necessary licences, permits, authorisations and consents required for the performance of its obligations under the Agreement; and
 - (d) 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 Bottomline Solutions through the Customer's login and password;
 - (b) shall ensure that private login names, passwords and other Confidential Information remain confidential; and
 - (c) shall comply with the Mandatory Terms, which may be amended by Bottomline from time to time.

9. Intellectual Property Rights

- 9.1 The Customer acknowledges and agrees that:
- (a) Bottomline and/or its licensors own all Intellectual Property Rights in Bottomline Solutions, Bottomline Infrastructure, Bottomline's trademarks, deliverables, Outputs and any other Intellectual Property Rights in materials provided or produced by Bottomline or the Subscription Services under the Agreement including but not limited to all copies, modifications, translations, enhancements or derivations thereof (collectively "Bottomline IPR");
 - (b) except as expressly stated in the Agreement, Bottomline does not grant the Customer any rights to, or in, Bottomline IPR; and
 - (c) Bottomline IPR may be covered by, in particular, but not limited to, 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, Bottomline hereby grants to the Customer a non-exclusive, non-transferable licence, without rights to sublicense, for so long as the relevant Order Form remains in force, to permit its Authorised Users to use Bottomline Solutions and the Output (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: (i) permit any use or direct access to Bottomline Solutions by any Customer Group Companies or other third parties; and/or (ii) use the Bottomline Solutions and/or Product Documentation to provide services to third parties (other than Customer Group Companies).
- 9.3 Save from the extent permitted under the Agreement and Applicable Law (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 Bottomline IPR.
- 9.4 The Customer grants Bottomline (and Bottomline Group Companies) a non-exclusive, non-transferrable, and royalty-free licence during the term of the Agreement to use Customer's IPR and Customer Data to the extent required by Bottomline (and Bottomline Group Companies) for the provision of Bottomline Solutions and otherwise to perform Bottomline's obligations under the Agreement. Customer retains all right, title, and interest in and to Customer IPR.

10. Indemnity

- 10.1 Bottomline shall, subject to Clause 10.3, defend and indemnify the Customer against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer by any third party in respect of any claim or action that the use of Bottomline Solution infringes the Intellectual Property Rights of that third party. Notwithstanding the foregoing, this Clause 10.1 shall not apply to any Output or content generated by the Subscription Services and/or the Software.
- 10.2 The Customer shall, subject to Clause 10.3, defend and indemnify Bottomline (and Bottomline Group Companies) against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) suffered or incurred by Bottomline (and/or any member of Bottomline Group Companies) arising out of or in connection with:
- (a) any claim or action that the use by Bottomline (and/or Bottomline Group Companies) of the Customer's materials or any part or any modifications, enhancements or alterations thereto infringes any third party Intellectual Property Rights;
 - (b) the contents of a message or file sent from Customer Infrastructure; and
 - (c) breach of Clause 14.5.
- 10.3 If a party (the "**Indemnifying Party**") is required to defend and indemnify the other party (the "**Indemnified Party**") under this Clause 10, the Indemnified Party shall:
- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity ("**Claim**") as soon as is reasonably possible;
 - (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - (c) provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's reasonable costs so incurred; and
 - (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.
- 10.4 In the defence or settlement of any Claim, Bottomline may procure the right for the Customer to continue using the Bottomline Solution, or replace or modify the Bottomline Solution without any material reduction or alteration in functionality so that they become non-infringing, or terminate the relevant Order Form and refund any prepaid unused portion of the Fees.
- 10.5 In no event shall Bottomline, its employees, agents and subcontractors be liable to the Customer under Clause 10.1 to the extent that the alleged infringement arises out of or in connection with:
- (a) a modification of Bottomline Solution by anyone other than Bottomline;
 - (b) the Customer's use of Bottomline Solutions in a manner contrary to Bottomline's instructions;
 - (c) the Customer's use of Bottomline Solutions after notice of the alleged or actual infringement from Bottomline or any appropriate authority;
 - (d) the Customer's combination of Bottomline Solutions with any other equipment or software not approved by Bottomline in writing; and/or
 - (e) intellectual property rights owned by Customer or Customer Group Company (or its third party licensors).
- 10.6 Subject to Clause 13, this Clause 10 states the Customer's sole and exclusive remedy in the event that the Customer's use of Bottomline Solutions infringes the Intellectual Property Rights of any third party.
- 10.7 For the avoidance of doubt, these indemnities shall continue in force indefinitely following termination or expiration of the Agreement for whatever reason.

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 Bottomline's then current data retention policy and the Privacy Terms, Bottomline shall retain

Customer Data for as long as is required for the purpose of the specific service, including as required under any statutory and regulatory retention periods.

- 11.3 The parties shall, in provision and use of Bottomline Solutions, comply with Bottomline's then current Privacy Terms published at <https://www.bottomline.com/uk/privacy/current-gdpr-data-privacy-terms>, the currently published version of which is deemed incorporated into these Terms and Conditions.

12. Confidentiality and Publicity

- 12.1 Each party undertakes that it shall not at any time during the term of the Agreement, and for a period of five (5) years after termination of the Agreement, disclose any Confidential Information, except as permitted by Clauses 12.2 and 12.3.
- 12.2 Each party may disclose the other party's Confidential Information:
- (a) to its and its affiliates employees, officers, representatives, subcontractors or advisers who need to know such information provided that such employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information are bound by equivalent confidentiality undertakings as this Clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Both parties hereby agree that the Agreement, in whole or parts, may be disclosed to Bottomline's third-party providers (subject to maintenance of confidentiality) as required to maintain accreditation and supply of Bottomline Solutions.
- 12.4 Each party will have the right to disclose the relationship created by the Agreement on each party's respective website and in press releases and other media, specific content to be mutually agreed in writing in advance by the parties. Each party hereby grants to the other party, the right to reproduce and display the other's logos, trademarks, trade name and other similar identifying material on a royalty free, non-exclusive basis for this purpose.

13. Limitation of Liability

- 13.1 This clause sets out the entire financial liability of the parties and includes liability in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Agreement.
- 13.2 Nothing in the Agreement limits any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) any other liability which cannot be legally limited.
- 13.3 Subject to Clause 13.2, the following types of loss are wholly excluded by Bottomline:
- (a) loss of profits;
 - (b) loss of sales, business or business opportunity;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of or corruption of data or information; and
 - (g) indirect or consequential loss (including loss or damage suffered by the Customer as a result of any action brought by a third party).

- 13.4 Subject to Clauses 13.2, 13.3 and 13.5, 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 the Agreement (including all Order Forms):

- (a) for damage to the tangible property of the Customer shall not exceed £1,000,000;
- (b) under Clause 10.1 shall not exceed £2,000,000;
- (c) under Clause 11.3, shall not exceed an amount equivalent to two hundred percent (200%) of the total Fees received by Bottomline from the Customer under the Agreement in the twelve (12) months immediately preceding the first incident giving rise to such liability; and
- (d) for all other liabilities which do not fall within sub-clauses 13.4 (a) to (c), shall not exceed an amount equivalent to one hundred and twenty-five percent (125%) of the total Fees received by Bottomline from the Customer under the Agreement in the twelve (12) months immediately preceding the first incident giving rise to such liability.

- 13.5 Subject to Clause 13.2, Bottomline 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 Bottomline;
- (b) results obtained, content generated, and conclusions drawn, by the Customer from the use of Bottomline 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 Bottomline and/or Bottomline Solutions at the Customer's direction;
- (d) the use of Bottomline Solutions in a manner, or combination with any equipment and/or software, not approved by Bottomline in writing or in breach of the Agreement;
- (e) any third-party content or use of, or correspondence with, any third parties, PNPs or interfaces (such as SWIFT or banks) via Bottomline 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 Bottomline 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 Bottomline's control or that of its contractors connecting to Bottomline 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, Bottomline will be responsible for any regulatory fine imposed on Bottomline for Bottomline's breach of Applicable Law).

- 13.6 Subject to Clause 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) of 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 Bottomline or any Bottomline Group Company in the provision of the services to the Customer ("**Bottomline Personnel**"). Where Bottomline Personnel provide their services through an intermediary that meets one of the conditions in sections 61N(9) to (11) of ITEPA, Bottomline will be the "client" in respect of such individual for the purposes of section 61M(1) of 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 Bottomline determines that the individual is a Deemed Employee, then Bottomline shall: (i) where Bottomline is the "fee payer" (as such term is defined in section 61N of 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 Bottomline 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 Bottomline 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.
- 14.3 The Customer acknowledges and agrees that Bottomline Solutions are information technology tools and services only, and do not constitute legal, regulatory, accounting, tax, investment, financial, compliance or other professional advice.
- 14.4 Bottomline shall comply with Applicable Laws in accordance with Clause 8.1(b). Bottomline does not represent or warrant that Bottomline Solutions will comply with any laws or

regulatory requirements applicable specifically to the Customer. The Customer shall be solely responsible for identifying and complying with any laws or regulatory requirements applicable to its use of Bottomline Solutions.

- 14.5 The Customer shall not use Bottomline Solutions in a manner that causes, or is reasonably likely to cause, Bottomline to: (i) become subject to any sector specific laws or regulations (including Financial Services Markets Act 2000 or Financial Services and Markets Act 2000 (Regulated Activities) Order 2001), (ii) become subject to any laws or regulations outside of the United Kingdom, and/or (iii) require any authorisation, permission, licence, registration, approval or regulatory status not otherwise held by Bottomline.

15. Suspension of the Services

- 15.1 Without affecting any other right or remedy available to it, Bottomline shall be entitled to suspend part or all of: (i) the provision of any Bottomline Solutions, and/or (ii) in the case of Clauses 15.1(a), (d), (e) and (f) the Agreement or any Order Form:
- (a) with fourteen (14) days' prior written notice, if the Customer (i) commits a material breach of the Agreement, or (ii) fails to pay any sums due in accordance with the payment terms, and in each case the Customer fails to remedy such breach within the foregoing notification period;
 - (b) to enable Bottomline to carry out maintenance, modification and testing of Bottomline Infrastructure in accordance with the SLA;
 - (c) if there is a technical failure of Bottomline Infrastructure, or to safeguard the security and integrity of Bottomline Infrastructure;
 - (d) to prevent fraud, illegal activity or misuse of Bottomline Solutions (including breach of Clause 5.3);
 - (e) to prevent breaches of, or as required in order to comply with, laws and regulations; and/or
 - (f) where Bottomline (acting reasonably) determines that continuing to perform the Agreement may result in Bottomline or any Bottomline Group Companies to contravene, or being exposed to risk under sanctions, export, or any other similar laws and regulations.
- 15.2 Bottomline shall keep all suspensions to a minimum.

16. Termination

- 16.1 **Termination without Cause.** Either party may terminate:
- (a) the Agreement for convenience on at least thirty (30) days' prior written notice to the other party, provided there are no active Order Forms in effect on expiry of such notice; and/or
 - (b) an Order Form (or a specific Subscription Service under an Order Form) for convenience with ninety (90) days prior written notice to the other party, such notice to expire at the end of the Initial Term or any Renewal Period.
- Any termination notice served by the Customer to Bottomline under this Clause 16.1 must be sent to renewals@bottomline.com. For the avoidance of doubt, Clause 19.6 shall apply to the provision of any other notices under these Terms and Conditions.
- 16.2 **Termination for Cause.** Without affecting any other right or remedy available to it, either party may terminate the Agreement and/or an individual Order Form with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (c) the other party takes, or has taken against it (other than in relation to a solvent restructuring) any step or action in connection with entering administration, examinership, provisional liquidation or any composition or arrangement with its creditors, applying to a court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 16.3 Bottomline may terminate the Agreement and/or any Order Form without notice (i) to prevent breaches of, or as required in order to comply with, laws and regulations, (ii) where Bottomline (acting reasonably) determines that continuing to perform the Agreement may result in Bottomline or any Bottomline Group Companies to contravene, or being exposed to risk under sanctions, export, or any other similar laws and regulations, or (iii) where the Customer's financial position deteriorates to such an extent that in Bottomline's reasonable opinion its capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

17. Consequence of termination

- 17.1 On termination of an Order Form for any reason:
- (a) all licences granted under the applicable Order Form shall immediately terminate;
 - (b) Bottomline shall be entitled to invoice the Customer for all outstanding Fees for the applicable Order Form, which shall become payable immediately; and
 - (c) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party provided under the applicable Order Form.
- 17.2 On termination of the Agreement for any reason:
- (a) the parties shall not enter into any further Order Forms;
 - (b) all licences granted under the Agreement and all Order Forms shall immediately terminate;
 - (c) Bottomline shall be entitled to invoice the Customer for all outstanding Fees, which shall become payable immediately;
 - (d) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party provided under the Agreement and all Order Forms; and
 - (e) subject to Clause 11.2 and unless otherwise agreed, each party will promptly return or expunge (or destroy where possible) all Confidential Information it has received from the other party, including all copies, reproductions, summaries, analyses or

extracts thereof or based thereon. Notwithstanding the foregoing, any obligation to return, destroy or expunge Confidential Information shall not apply to any Confidential Information: (i) on electronic back-up media which cannot be readily isolated from other information and deleted, and (ii) required to be retained under law, and in each case the confidentiality provisions of the Agreement shall continue to apply to any such Confidential Information.

17.3 On termination of the Agreement and/or an Order Form:

- (a) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination shall not be affected or prejudiced; and
- (b) any provision of the Agreement and/or an Order Form that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement and/or an Order Form shall remain in full force and effect.

18. Force Majeure

- 18.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or a failure to perform, any of its obligations under the Agreement if such delay or failure is due to events, circumstances or causes beyond its reasonable control including an act of war, civil unrest, war, epidemic/pandemic, government, industrial action, failure of the Internet, or non-performance by suppliers (a "**Force Majeure Event**"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for at least three (3) months, the party not affected by the Force Majeure Event, may terminate the Order Form(s) affected by the Force Majeure Event by giving fourteen (14) days' written notice to the affected party. In which case no party shall have any liability or obligation to the other party under Order Form(s) affected by the Force Majeure Event other than the payment of monies due.

19. General

- 19.1 **Assignment and other dealings.** Bottomline may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Bottomline.
- 19.2 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.3 **Entire agreement.** Subject to Clause 13.2, the Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. All terms and conditions in the Customer's purchase orders or confirmations are expressly rejected.
- 19.4 **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.

19.5 **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.

19.6 **Notices.** Unless otherwise set out in the Agreement, any written notice given under the Agreement shall be deemed to be sufficiently and duly given hereunder:

- (a) if delivered by hand or by courier to the registered office of the receiving party, such notice shall be deemed received by the receiving party 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;
- (b) if sent by certified or registered mail to the registered office of the receiving party, such notice shall be deemed received by the receiving party on the Business Day that it was signed for as correctly received; or
- (c) 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 specified in the applicable Order Form, 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.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. For the avoidance of doubt, the provisions relating to service and notice under the Civil Procedure Rules shall apply to such matters.

19.7 **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.

19.8 **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, Bottomline may amend these Terms and Conditions, Product Schedules and Annexes from time to time by publishing the amended terms and conditions on www.bottomline.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.

19.9 **Governing law.** 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.

19.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England 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.

Bottomline Hosted Services Master Customer Agreement: PTX Product Schedule

This Product Schedule shall apply and supplement the Terms and Conditions where the Customer procures any Bottomline 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 the Customer;
“PTX”	means a cloud-based Subscription Service providing payments, collection, document management and other functionality;
“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. Unless otherwise agreed in an Order Form, any units or quantities specified for Professional Services are estimates only.
- 2.2 Bottomline 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.
- 2.3 Bottomline shall monitor the Customer's Licence Metrics. Where the Customer exceeds its procured Licence Metrics, Bottomline 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.
- 2.4 The Customer agrees to enter into a direct debit mandate in favour of Bottomline in respect of all Fees specified in an Order Form relevant to PTX.

3. Licence and Use

- 3.1 For the purposes of PTX Bottomline Solutions, references to “day to day business purposes” in Clause 9.2 in the Terms and Conditions shall mean:
 - (a) where the Customer procures a “Commercial Bureau” PTX Bottomline Solution (as specified in an Order Form), a license to use the PTX Bottomline Solution to process and manage payments on behalf of End Customers; or
 - (b) otherwise, a license to use the PTX Bottomline Solution to process and manage its own payments and that of its Customer Group Companies.
- 3.2 Bottomline 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.
- 3.3 Each Annex titled “PTX Product Schedule: Annex for [Product Name]” shall apply as further described therein.

PTX Product Schedule: Annex for Account Visibility

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

1. Interpretation

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

“Account Information”	means information for each Payment Account held by the Customer, with one or more ASPSPs, including but not limited to: bank name, account number and sort code, and statement data;
“AISP”	means Account Information Services Provider;
“ASPSP”	means an Account Servicing Payment Service Provider providing and maintaining (current, savings and/or card) accounts;
“BPS”	means Bottomline Payment Services Limited registered in England and Wales (company number: 3986072) which is a wholly owned subsidiary of Bottomline and is regulated and authorised by the Financial Conduct Authority of the United Kingdom under the Payment Service Regulations (register reference: 616279) for the provision of payment services and as an AISP and a PISP;
“Payment Account”	means an account held in the Customer’s name which is used for the execution of payment transactions; and
“PISP”	means Payment Initiation Service Provider.

2. PTX Account Visibility

- 2.1 Where PTX Account Visibility Subscription Service is specified on an Order Form then the related payment services are provided on behalf of Bottomline by BPS as a subcontractor.

PTX Product Schedule: Annex for PTX Verify

This Annex shall apply and supplement the Bottomline 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 Bottomline 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 Bottomline 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 Bottomline'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) Bottomline 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 Bottomline 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 Bottomline 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 Bottomline Hosted Services Master Customer Agreement: PTX Product Schedule:

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

2.1 Notwithstanding anything to the contrary in the Terms and Conditions and/or the PTX Product Schedule:

- (a) Bottomline reserves the right to increase any postage Fees in accordance with variations in third party postage and distribution costs to Bottomline;
- (b) commencing on first (1st) of January each year, Bottomline reserves the right to increase the 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 Bottomline's premises.

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

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

1. Interpretation

Unless defined below, capitalised terms used in this Annex shall have the same meanings as the Bottomline 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.

2. CoP for Business

2.1 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) Bottomline 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 Bottomline by the Customer and the data and service provided by the CoP Participant.
- (d) Bottomline 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 Bottomline.
- (e) 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 Bottomline 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.
- (f) The CoP Verification Subscription Services must not be resold to any third parties or otherwise be provided for the benefit of any third parties.
- (g) The Customer must not make multiple attempts to make a CoP Verification request in respect of the same payee or variation of the name of the payee, in an attempt to confirm the payee’s name, account or details.
- (h) The Customer must only use the CoP Verification Subscription Services in accordance with the rules and requirements set by Pay.UK.
- (i) The Customer shall co-operate with any audit and/or review undertaken by Bottomline or Pay.UK in respect of the Customer’s compliance with the rules and requirements of the Pay.UK.

- (j) The Customer acknowledges that the CoP Verification Subscription Services are subcontracted to, and provided by, Bottomline Payment Services Limited ("**BPS**") a company registered in England and Wales (Registration number: 3986072) whose registered office is at 1600 Arlington Business Park, Theale, Reading, Berkshire, England, RG7 4SA and who is regulated and authorised by the Financial Conduct Authority of the United Kingdom under the Payment Service Regulations (register reference: 616279) for the provision of payment services and as an "Account Information Services Provider" (AISP) and as a "Payment Initiation Service Provider" (PISP).
- (k) Bottomline and/or BPS shall carry out checks to ensure that the Customer meets their know-your-customer and anti-money laundering requirements and any other checks Bottomline or BPS deems necessary to confirm that it may legally provide the CoP Subscription Services to the Customer, and that the Customer satisfies Bottomline's risk appetite ("**Due Diligence**"). These checks shall be carried out prior to provision of CoP Verification Subscription Services when the Customer is first on-boarded by Bottomline and then as determined necessary by Bottomline or BPS thereafter. In the event that Bottomline or BPS determines that the results of the Due Diligence are not satisfactory, then Bottomline, at its sole discretion may either: (i) require the Customer to take such steps as are necessary to meet its Due Diligence criteria, (ii) suspend the Customer's access to the CoP Verification Subscription Services, and/or (iii) terminate the Agreement, the relevant Order Form or the CoP Verification Subscription Services.

Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule

This Product Schedule shall apply and supplement the Terms and Conditions where the Customer procures any Bottomline Solutions prefixed with **Financial Messaging (or FM)**.

1. Interpretation

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;
“Subscription Band(s)”	means a Licence Metric set out in an Order Form, measuring the relevant band 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 month in which the upper threshold for the Customer’s Subscription Band was exceeded for the remainder of the then current contract year.

2. Payment Terms

- 2.1 The Fees are set out in an Order Form. Unless otherwise agreed in an Order Form, any units or quantities specified for Professional Services are estimates only.
- 2.2 Bottomline 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. Unless otherwise agreed in an Order Form, Fees for Professional Services shall be invoiced at any time after the Order Effective Date.
- 2.3 Bottomline shall monitor the Customer’s Licence Metrics. Where the Customer exceeds its procured Subscription Band, then Bottomline shall either: (i) 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) and the Customer’s Subscription Band will be amended to reflect the correct Subscription Band according to the Truing-Up Adjustment; or (ii) where an Order Form specifies an overage Fee then Bottomline shall instead collect such overage Fees monthly in arrears at the rates specified in an Order Form.
- 2.4 No later than thirty (30) days prior to the anniversary of the Effective Date, the parties shall where applicable agree the relevant Subscription Band for the Subscription Services for the next twelve (12) months.
- 2.5 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 If provisioned within the Subscription Services, Bottomline shall host the Customer’s SWIFT BIC(s) and/or Distinguished Name(s) within Bottomline Infrastructure and shall provide the Customer with connectivity to the SWIFT network in accordance with the Order Form and the SLA.
- 3.2 The Customer shall provide Bottomline 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 Bottomline needs to invoke disaster procedures and appropriate replacements or escalation path if the usual contacts are unavailable.
- 3.3 If the support level is not stated in an Order Form, then the Customer will be deemed to be on ‘Standard’ support level.

- 3.4 Each Annex titled “Financial Messaging Product Schedule: Annex for [Product Name]” shall apply as further described therein.

Financial Messaging Product Schedule: Annex for Confirmation of Payee Subscription Service

This Annex shall apply and supplement the Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule where the Customer procures **Confirmation of Payee Subscription Services**.

1. Interpretation

Unless defined below, capitalised terms used in this Annex shall have the same meanings as the Bottomline Hosted Services Master Customer Agreement: Financial Messaging 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 Request”	means the set of data (including but not limited to bank sort code, bank account number, bank name, payment card number (or other secondary reference data)) submitted by the Customer to Bottomline for processing via the COP Subscription Service;
“COP Response”	means the response received by Bottomline confirming that a COP Request, is a match, a close match, or does not match; and
“PCI-DSS”	means the Payment Card Industry Data Security Standard.

2. Confirmation of Payee Service

- 2.1 Notwithstanding anything to the contrary in the Agreement, Bottomline shall support COP Subscription Services at the Platinum level specified in the SLA, irrespective of the support level to which the Customer has subscribed for other Subscription Services.
- 2.2 Where a COP Response contains payment card data Bottomline warrants that Bottomline is compliant and shall maintain compliance with the PCI-DSS.
- 2.3 Bottomline does not warrant, represent or give any guarantee or commitment that the COP Response obtained from the COP Subscription Services through use of Confirmation of Payee 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 provided to Bottomline by the Customer and the data and service provided by the COP Participant.

Financial Messaging Product Schedule: Annex for CSP Subscription Service

This Annex shall apply and supplement the Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule where the Customer procures any **CSP Subscription Service**.

1. Interpretation

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

“CSP Subscription Services”	means the Software and/or consulting and other services provided to assist the Customer in its compliance with the SWIFT Customer Security Program.
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2. CSP Subscription Service Termination

2.1 The following shall apply and supplement each CSP Subscription Services:

- (a) without prejudice to any other remedies which the parties may otherwise have, the parties shall be entitled to terminate such Order Forms by written notice to the other as follows: (i) Customer by written notice to Bottomline to the following e-mail address: emeacontractnotice@bottomline.com at any time (including during the Initial Term and/or Renewal Period), or (ii) Bottomline by written notice to the Customer at any time;
- (b) in the event that an Order Form is terminated by the Customer in accordance with sub-Clause 2.1 (a) above then Bottomline shall refund the Customer for any prepaid annual CSP Subscription Services received by Bottomline for periods extending beyond the date of termination; and
- (c) in the event that the Order Form is terminated for any reason, the Customer shall cease all production use of the CSP Subscription Services from the date of termination and thereafter shall have ninety (90) days to retrieve its data.

2.2 Notwithstanding anything to the contrary in the Terms and Conditions and/or the Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule, SLAs do not apply to the CSP Subscription Services.

Financial Messaging Product Schedule: Annex for Direct FPS Subscription Service

This Annex shall apply and supplement the Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule where the Customer procures **Direct FPS Subscription Services**.

1. Interpretation

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

“Direct FPS Subscription Service”	means the FPS connectivity service provided by Bottomline, acting as an aggregator, to the Customer for the purposes of managing the Customer’s payments and data flows in connection with its membership of the FPS operated by FPSL. For the purposes of interpreting the Agreement, the Direct FPS Service is a Subscription Service, irrespective of whether specified as such on the Order From;
“FPID”	means the unique identifier assigned to an individual service execution or payment instruction attempted or executed using the FPS as moderated by the FPS CI;
“FPS” (“Faster Payments Scheme”)	means the UK Faster Payment Scheme as released by FPSL from time to time;
“FPS CI”	means the FPS central infrastructure managed by Vocalink on behalf of FPSL;
“FPS Direct Agency”	means a PNP which is authorized by FPSL to connect directly into the FPS CI, whereby the applicable FPS Direct Agency Sponsor Member will perform Bank of England settlement on behalf of the PNP;
“FPS Direct Agency Sponsor Member”	means a directly connected member of FPS which performs its own settlement at the Bank of England, and which offers sponsorship to a payment service provider to enable it to be an FPS Direct Agency;
“FPS Participant”	means an FPS direct connected member participant (DCMP) or directly connected non settlement participant (DCNSP) of the FPS using the Customer to effect settlement of FPS transactions; and
“Transaction”	means an individual service execution or payment instruction attempted or executed using the FPS and assigned an FPID.

2. Direct FPS Subscription Service Banding

2.1 The following Subscription Bands shall apply to the Direct FPS Subscription Service.

Band	Direct Faster Payments (Transactions per annum)
A	≤100,000
B	≤200,000
C	≤300,000
D	≤400,000

2.2 The measurement of a payment message for the Direct FPS Subscription Service shall be in accordance with the following:

- (a) a Transaction may comprise payment types including single immediate payments, standing orders, forward-dated payments, return payments and scheme return payments. A Transaction is executed by the exchange of messages between parties participating in the transaction, typically in the form of one or more request-response pairs orchestrated by the FPS CI; and
- (b) the fulfilment of a Transaction may require multiple message exchanges between the parties as defined by the functional and external interface specifications. The Transaction may have a successful or unsuccessful outcome, and in the latter case reversal message requests and responses may be required to nullify the intermediate effect of the Transaction. A Transaction may have to be sent multiple times if the intended recipient does not at first receive it as defined by the protocol. For the avoidance of doubt, all underlying messages carrying the same FPID and for the same FPS Participant are counted as a single Transaction.

3. Direct FPS Subscription Service Support

3.1 Bottomline shall provide support to the Customer at Platinum level (as defined in the SLA) and in accordance with the following:

Priority Table – Direct FPS Subscription Service

Priority	Level	Incident Criteria	Response Time	Resolution Target
1	Critical	(a) Production environment down. (b) Service is unavailable to all users on a continuous or near continuous basis. (c) Incident causes a severe impact on business operations of Customer. (d) Performance severely degraded on production. (e) Production processing deadlines are impacted or threatened. (f) Incident impacts processing of FPS Single Immediate Payments.	15 Minutes; Keep Customer updated on status of the incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will continue to work on the incident until it is resolved or a workaround is provided and will use reasonable endeavours to provide a resolution within 30 minutes .
2	High	(a) Service is unavailable to several but not all users on a continuous or near continuous or intermittent basis. (b) One or more key tasks are disabled for all users. (c) Incident causes a significant impact on business operations.	30 Minutes; Keep Customer updated on status of the Incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will use reasonable endeavours to provide a suitable resolution within 1 (one) hour .
3	Low	(a) Service is unavailable to a single user. (b) Incident causes a minor impact on business operations of Customer. (c) Workaround may be available (d) Incident causes little or no impact on production environment or business operations of Customer. (e) Incident impacts the test system	2 (two) business days Keep Customer updated on status of the Incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will use reasonable endeavours to provide a resolution and/or permanent fix within a period agreed on a case-by-case basis .

3.2 Insofar as any Subscription Services provided to the Customer includes Direct FPS Subscription Service, Bottomline shall comply with the requirements published from time to time by FPSL for aggregators of the FPS. Any changes to such published requirements shall be managed in accordance with the Agreement. Bottomline reserves the right to make any changes which are minor, or in the course of normal business, such as (and without limitation) changes to the published message formats.

Financial Messaging Product Schedule: Annex for Verification of Payee Subscription Service

This Annex shall apply and supplement the Bottomline Hosted Services Master Customer Agreement: Financial Messaging Product Schedule where the Customer procures **Verification of Payee Subscription Services**.

1. Interpretation

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

“EDS”	means the EPC Directory Service, which is the centralised EPC platform storing all EPC scheme participants' information needed to securely identify and authorise the scheme participant;
“EPC”	means the European Payments Council AISBL whose registered address is SECUREX Building, Main Entrance, Cours Saint-Michel, 30, B - 1040 Brussels, Belgium;
“Eurosystem”	means the monetary authority comprised of the European Central Bank and the national central banks of the EU members whose currency is the Euro;
“RVM”	means a provider of a Routing & Verification Mechanism for VOP;
“RVM Agreement”	means the Agreement between a RVM and the EPC for qualifying and to be listed on the EPC website as RVM for VOP Scheme;
“VOP”	means the EPC Verification of Payee Scheme;
“VOP Participant”	means an organisation that is a VOP Scheme Participant entered in the Register of EPC VOP Scheme Participants, as published on the EPC website and amended from time to time by the EPC, and subsequently listed in the EDS;
“VOP Request”	means the set of data (including but not limited to bank sort code, bank account number, bank name, payment card number (or other secondary reference data)) submitted by the Customer to Bottomline for processing via the Bottomline VOP Subscription Services; and
“VOP Response”	means the response received by Bottomline from a VOP Participant or their RVM confirming that a VOP Request, is a match, a close match, or does not match.

2. Verification of Payee Service

- 2.1 The Customer warrants and represents that they are a VOP Participant, they have entered into an Adherence Agreement with the EPC for VOP, they are entered in the Register of VOP Scheme Participants and that they will abide by the EPC Verification of Payee Scheme Rulebook in their use of the Bottomline VOP Subscription Services.
- 2.2 Bottomline warrants that it is a qualified RVM with the EPC.
- 2.3 The Customer shall regularly submit data to Bottomline for use in responding to VOP Requests from other VOP Participants. The Customer warrants that it shall ensure that such submitted data is accurate and up to date.
- 2.4 The Customer shall be able to make VOP Requests via the Bottomline VOP Subscription Services. VOP Responses in response to VOP Requests will be provided by Bottomline as part of the Bottomline VOP Subscription Services and will be retained by Bottomline for least twelve (12) months, after which they will no longer be available to the Customer.
- 2.5 Neither the EPC nor Bottomline warrant, represent or give any guarantee or commitment that the VOP Response obtained from the Bottomline VOP Subscription Services through use of VOP will be accurate or complete or meet the Customer's requirements. The Customer acknowledges that the accuracy and completeness of the Bottomline VOP

Subscription Service is dependent upon the accuracy and completeness of the data provided to Bottomline by the Customer and the data and service provided by the VOP Participant or their RVM.

- 2.6 Notwithstanding anything to the contrary in the Agreement, Bottomline and its affiliate Bottomline Technologies Sarl shall support Bottomline VOP Subscription Services at the Platinum level specified in the SLA, irrespective of the support level to which the Customer has subscribed for other Subscription Services.
- 2.7 Customer acknowledges and consents to Bottomline providing anonymised VOP statistical data from time to time as required by the EPC to comply with the EPC Verification of Payee scheme oversight requirements as established by the Eurosystem and/or to support and promote the future development as well as the quality and security of VOP.

3. Termination

- 3.1 The Customer will notify Bottomline immediately in the event that it ceases to be party to an Adherence Agreement with EPC for VOP
- 3.2 Bottomline has a right to terminate the Bottomline VOP Subscription Services immediately on notice in the event that either (i) the Customer ceases to be a party to an Adherence Agreement with EPC for VOP; or (ii) a material change to the VOP Scheme Rulebook which is detrimental to Bottomline; or (iii) Bottomline ceases to be a qualifying RVM with the EPC or the EPC terminate the RVM Agreement with Bottomline.

**Bottomline Hosted Services Master Customer Agreement: Global Payments Hub & Cash Management Product
Schedule (previously known as TreasuryXpress or TX)**

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

1. Interpretation

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;
“Subscription Band(s)”	means a Licence Metric set out in an Order Form which reflects the Customer's Subscription Services usage, in accordance with the table in Appendix 1; 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.

2. Payment Terms

- 2.1 The Fees are set out in an Order Form. Unless otherwise agreed in an Order Form, any units or quantities specified for Professional Services are estimates only.
- 2.2 Bottomline 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. Unless otherwise agreed in an Order Form, Fees for Professional Services shall be invoiced at any time after the Order Effective Date.
- 2.3 Bottomline shall monitor the Customer's Licence Metrics. Where the Customer exceeds its procured Subscription Band, Bottomline 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.
- 2.4 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.

3. Licence and Use

- 3.1 Where the Customer is making payments via SWIFT, Bottomline shall host the Customer's SWIFT BIC(s) and/or Distinguished Name(s) within Bottomline Infrastructure and shall provide the Customer with connectivity to the SWIFT network in accordance with the Order Form and the SLA.
- 3.2 The Customer shall provide Bottomline 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 Bottomline needs to invoke disaster procedures and appropriate replacements or escalation path if the usual contacts are unavailable.

Bottomline Hosted Services Master Customer Agreement: BEA Agentic Platform Product Schedule

This Product Schedule shall apply and supplement the Terms and Conditions where the Customer procures any Bottomline Solutions prefixed with BEA.

1. Interpretation

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

“<u>BEA</u>”	means a cloud-based Subscription Service providing ;
“Transaction”	means a Licence Metric set out in an Order Form;
“Case”	means a single self-contained unit of AI-managed work initiated within the Subscription Service; and
“Usage Fees”	means the monthly charges made up of the Transaction rates multiplied by the number of Cases in a month.

2. Invoicing and Payment

- 2.1 The Fees are set out in an Order Form. Unless otherwise agreed in an Order Form, any units or quantities specified for Professional Services are estimates only.
- 2.2 Bottomline 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.
- 2.3 Notwithstanding Clause 2.2 in this Product Schedule, Bottomline shall monitor the Customer's Licence Metrics and collect the Usage Fees monthly in arrears.
- 2.4 The Customer agrees to enter into a direct debit mandate in favour of Bottomline in respect of all Fees specified in an Order Form relevant to BEA.

3. Licence and Use

- 3.1 Any Output is provided solely for informational and operational assistance purposes only. All decisions, actions, communications, filings, transactions and business processes undertaken by the Customer remain solely the Customer's responsibility.
- 3.2 The Customer is solely responsible for reviewing, validating and independently verifying the accuracy and completeness of all Outputs, and using all Outputs in accordance with applicable law. The Customer shall not use or act upon any Output without exercising appropriate human judgement and oversight.