

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

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

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

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

“End User” means any individual, third party company, legally constituted public body or financial institution that is a client of either the Customer or a Customer Group Company;

“Subscription Band(s)” means a Licence Metric 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.

3.3 Bottomline represents and warrants that Global Payments Hub and Cash Management and TreasuryXpress Subscription Services shall comply, in all material respects, with the applicable laws and regulations of England and Wales.

Appendix 1 – Banding Table

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