

Bottomline Hosted Services Master Customer Agreement: Mandatory Terms

These Mandatory Terms shall apply and supplement the Terms and Conditions as further described below. Unless otherwise defined below, capitalised terms used in these Mandatory Terms shall have the same meanings as the (i) Terms and Conditions, (ii) Product Schedules, and (iii) Annexes.

Bottomline reserves the right to amend these Mandatory Terms from time-to-time as may be required due to changes in its contracts with PNPs, suppliers and subcontractors by publishing the amended Mandatory Terms on www.bottomline.com/uk/product-terms-conditions/mandatoryterms (the "**Mandatory Amendments**"). The Mandatory Amendments shall be deemed accepted by the Customer through the Customer's continued use of Bottomline Solutions after the Mandatory Amendments have been published.

1. BACS

Insofar as any Bottomline Solutions provided to Customer operate in conjunction with any application, test, or upgrade of systems associated with Bacs, this Clause 1 shall apply.

- 1.1 Bacs shall have no liability to the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer or any such third party arising from, or in relation to:
 - (a) the re-allocation or cancellation of Bacs tests in respect of any application (or any upgrade or any software as the case may be); or
 - (b) the use of, inability to use, or reliance upon any application or upgrade (whether such application or upgrade becomes Bacs approved software or not); or
 - (c) Bacs granting (or refusing to grant), suspending or terminating an approval for any Bacs approved solution.
- 1.2 In addition, Bacs shall have no liability to the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer, Bottomline or any such third party arising from or in relation to the use of, or inability to use, or reliance upon:
 - (a) the Bacs test environments; or
 - (b) any Bacs materials in the development and testing of applications.
- 1.3 The entire liability of Bacs under or in connection with the Agreement, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, is limited to direct loss and damage to Bottomline, which shall be capped at a sum equal to £250,000 (two hundred and fifty thousand pounds), in respect of all acts, omissions, facts, circumstances or events occurring in connection with Bottomline's agreement with Bacs in each annual period commencing on 7th March each year.
- 1.4 Bacs shall not be liable to the Bottomline, the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any direct loss and damage to Bottomline in excess of the cap provided in Clause 1.3 of these Mandatory Terms, or for any indirect, consequential or special loss or damage suffered by Bottomline, the Customer or any third party (including, without limitation, any loss of profit, loss of bargain, loss of interest, goodwill, business opportunity, anticipated saving or data) arising out of or in connection with the Agreement.
- 1.5 For the avoidance of doubt, in no circumstances shall Bacs owe any duty of care, express or implied, to the Customer or any third party, in respect of the performance of Bacs testing or the accuracy, completeness, suitability, or fitness for purpose of applications and upgrades (whether such applications or upgrades become Bacs approved software or not), Bacs materials, the test environments, and/or the technical specification.
- 1.6 Nothing in the Agreement shall operate to exclude or restrict Bacs liability for death or personal injury resulting from Bacs' negligence or fraud.
- 1.7 The Customer and Bottomline each acknowledge and agrees that the limitations on, and exclusions of, Bacs' liability to Bottomline, the Customer and any other third party are fair and reasonable in the context of the commercial relationship between the parties.
- 1.8 Any approval granted by Bacs for any software does not constitute any warranty, representation, guarantee, term, conditions, undertaking or promise to the Customer or any third party in respect of the software that it will be error free or free from any inaccuracies or defects or will operate in accordance with the Customer's or any third party's requirements.
- 1.9 Clauses 1.1 to 1.9 in these Mandatory Terms is for the benefit of Bacs and shall be fully enforceable by Bacs, and Bacs shall be entitled to assign the benefit of Clauses 1.1 to 1.9 of these Mandatory Terms.
- 1.10 The Customer acknowledges and agrees that:
 - (a) it remains solely responsible for the submission of all Transmissions and Transactions in a secure manner to Bottomline for processing;

- (b) it remains solely responsible for the monitoring of payment file and transaction limits and to promptly advise Bottomline in the event that such limits change
- (c) Bottomline does not review or validate any Transmissions or Transactions prior to processing;
- (d) Only the Customer's employees may be set up as primary security contacts or additional contacts in connection with the Customer's Bacs Service User Number (SUN); and
- (e) in the event that the relevant Order Form is terminated for any reason, the Customer is responsible for arranging with its own bank for the unlinking of its SUN from Bottomline's Bacs bureau number.

2. SWIFT

Insofar as any Bottomline Solutions provided to the Customer includes connectivity to the SWIFT network, this Clause 2 shall apply.

2.1 The Customer agrees:

- (a) to have in place a current agreement between SWIFT and the Customer during the term of the Agreement (for the avoidance of doubt failure to maintain such an agreement will be deemed a material breach of the Agreement);
- (b) be responsible and liable for all applicable SWIFT membership charges and SWIFT traffic fees in accordance with its SWIFT user agreement;
- (c) to comply with the policies stipulated by SWIFT for SWIFT users whether contained in SWIFT terms and conditions published from time to time or otherwise, and shall notify Bottomline and SWIFT of any non-compliance with such rules and regulations and/or breach of any such conditions; and
- (d) to treat as confidential, any information relating to Bottomline Solutions or SWIFT operations (including but not limited to the contents of messages passing through the Subscription Services), SWIFT technical documentation, SWIFT security tokens and SWIFT network information.

2.2 The Customer undertakes to ensure that the Customer, its employees or any authorised third party shall not abuse or make any fraudulent use of the SWIFT messaging service, which may include without limitation:

- (a) any illegal or unlawful activity;
- (b) the collection, development or distribution of malicious code;
- (c) hacking or cracking activities;
- (d) the circumvention of copy-protection mechanisms; and
- (e) assisting or allowing any third person to do any of the foregoing.

2.3 The Customer acknowledges and accepts that SWIFT periodically amends its operational requirements applicable to service bureaux providing shared infrastructure services pursuant to the SWIFT Shared Infrastructure Programme or any successor thereto ("**SIP Requirements**"), and that such amendments may include without limitation certain provisions to be inserted into the service bureau's client contracts. Accordingly, in order to facilitate compliance with SWIFT's requirements, the parties hereby agree that Bottomline shall document and publish such provisions in an addendum to the Agreement, which shall be deemed to be incorporated automatically into the Agreement with effect from the date of publication on Bottomline's client portal or, if present, the date expressly stated in the applicable addendum, and that each new version of the said addendum shall replace all of its previous versions with effect from that date. Bottomline may only include in the said addendum such provisions as are required to comply with the SIP Requirements, which do not materially degrade the service levels, and which do not impose additional charges on the Customer. Bottomline reserves the right to introduce additional charges for new functional or operational requirements imposed by SWIFT to the extent these are outside the scope of the then current Bottomline Solutions, and these shall be handled via the Order Form mechanism as for other changes with commercial impact.

2.4 With regard to SWIFT security functions:

- (a) the Customer's own personnel shall continue to be the SWIFT registered Security Officers ("**SO**"). The Customer shall notify Bottomline of its designated Security Officers with full contact details;
- (b) the Customer shall delegate the control and operation of the Customer's SO private PKI keys to Bottomline for the purpose of managing the Customer's certificates and for providing connectivity to the Subscription Services;
- (c) the Customer's private PKI keys and certificates will be held securely on the Bottomline Infrastructure in accordance with SWIFT best practice;
- (d) the Customer's private PKI keys and certificates will be accessible only to authorised Bottomline personnel. The Customer may request, at any time, a list of the Bottomline authorised personnel that can access the Customer's private PKI keys and certificates;

- (e) any disabling, revoking, creation, or usage of the Customer's private PKI keys and certificates; and changes in the user profile (defined in the context of Role Based Access Control (RBAC) by Bottomline) will be performed according to strict procedures defined in Bottomline's SWIFT Bureau Cryptographic Key Management Procedure ("**SBCKMP**");
- (f) the initiation, modification, and termination of cryptographic secrets and arrangements by Bottomline will be performed according to strict procedures defined in the SBCKMP; and
- (g) The Customer may request an audit trail of all actions carried out by Bottomline in relation to the Customer's private PKI keys and certificates.

3. PTX Transmissions

Insofar as any Subscription Services provided to the Customer includes PTX Subscription Services relevant to Transmissions, this Clause 3 shall apply.

- 3.1 Where the Customer is using the Subscription Services to generate Transmissions to an End User, the Customer shall keep a record of the Transmission Data of each End User's transactional relationship with the Customer in a form that can be promptly produced to Bottomline within forty-eight (48) hours of receipt of such request. For the purposes of this Clause 3.1, "**Transmission Data**" means the names of the parties in the relationship, a description of the relationship, the date that the relationship started, how the End User's email address was obtained by the Customer and where known the dates of the first and the most recent Transmission.