Mandatory Terms

These Mandatory Terms ("**Mandatory Terms**") supplements the agreement (the "**Agreement**") for the Subscription Services provided by Bottomline to the Customer.

1. Interpretation

1.1 Unless defined below, capitalised terms used in this SLA shall have the same meanings as the Agreement:

"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 8QS (or its successor);

"Bottomline Infrastructure" means Bottomline's hardware, communication infrastructure and programs directly used by Bottomline or its subcontractors for the provision of Subscription Services, excluding any of Bottomline's internal infrastructure and systems;

"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 when banks in the Service Country are open for business;

"Customer Infrastructure" means the Customer's (or its third party providers') hardware, communications infrastructure and programs required to connect to Bottomline Infrastructure in order to access the Subscription Services;

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

"Order Form" means a document that forms part of the Agreement, which specifies the Subscription Services and their associated fees;

"Product Documentation" means the documentation made available by Bottomline as amended from time to time, which sets out user instructions and description of the Subscription Services;

"Professional Services" means those services set out in an Order Form and described therein as "professional services" supplied under the Agreement, including but not limited to consultancy, implementation and training;

"SLA" means the Service Level Agreement applicable to the relevant Subscription Services;

"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), and any updates that may be made available by Bottomline from time to time; and

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

2. BACS

2.1 Insofar as any Bottomline Solutions provided to the Customer operate in conjunction with any Bacs products and services, this Clause 2 shall apply.

2.2 Nothing in this Clause 2 limits any liability for: (i) death or personal injury caused by negligence, (ii) fraud, and/or (iii) any other liability which cannot be legally limited. The Customer acknowledges and agrees that the limitations on, and exclusions of, Bacs' liability to the Customer and any other third party are fair and reasonable in the context of the commercial relationship between the parties.

2.3 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: (i) the re-allocation or cancellation of Bacs tests in respect of any application (or any upgrade or any software as the case may be), (ii) 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 (iii) Bacs granting (or refusing to grant), suspending or terminating an approval for any Bacs approved solution.

2.4 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 or any such

third party arising from or in relation to the use of, or inability to use, or reliance upon: (i) the Bacs test environments, or (ii) any Bacs materials in the development and testing of applications

2.5 Bacs shall not be liable to the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for: (i) any direct loss and damage to Customer or any third party in excess two hundred and fifty thousand pounds (£250,000) in each annual period commencing on 7th March each year, or (ii) for any indirect, consequential or special loss or damage suffered by 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.

2.6 Under 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.

2.7 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.

2.8 Clauses 2.1 to 2.7 in these Mandatory Terms, in addition to Bottomline, are for the benefit of Bacs and shall be fully enforceable by Bacs, and Bacs shall be entitled to assign the benefit of Clauses 2.1 to 1.4 of these Mandatory Terms.

2.9 The Customer acknowledges and agrees that:

(a) it remains solely responsible for the submission of all files 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 files or content sent via the Subscription Services 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.

2.10 Where the Customer has acquired "PTX Bacs Indirect Submission" and/or "PTX FPS Indirect Submission" as specified in an Order Form, then related files received from the Customer for same day submission to Bacs via the Subscription Services must be received by Bottomline no later than 9:55pm (UK time) each weekday, excluding UK public holidays. Bacs reports that such Transactions have been received by Bacs should be available to be downloaded by the Customer directly from the Bacs Payment Services website. The Customer is responsible for downloading and actioning any Bacs reports (including but not limited to: AWACS, ARUCS, ARUDD, ADDACS, DDIC, AUDDIS, Input, Withdrawal and Arrival reports) from the Bacs Payment Services website. Bottomline accepts no liability for the content or availability of such reports, or the Bacs network.

2.11 Where the Customer wishes to cancel a transaction after submission to Bottomline, the Customer must give notice to Bottomline via the telephone number specified in the SLA, no later than 4pm (UK time) on the day that the transaction was submitted to Bottomline. Bottomline will then use all reasonable endeavours to cancel the transaction via the Customer's bank. To cancel a transaction after 4:00pm (UK time) the Customer must contact its sponsoring bank directly.

3. SWIFT

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

3.2 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 as a material breach of the Agreement);

(b) that Customer is responsible and liable for all applicable SWIFT membership charges and traffic fees and any other SWIFT 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.

3.3 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, including without limitation: (i) any illegal or unlawful activity, (ii) the collection,

development or distribution of malicious code, (iii) hacking or cracking activities, (iv) the circumvention of copy-protection mechanisms, and (v) assisting or allowing any third person to do any of the foregoing.

3.4 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.

4. PTX TRANSMISSIONS

4.1 Insofar as any Subscription Services provided to the Customer includes PTX Subscription Services relevant to transmissions, this Clause 4 shall apply.

4.2 Where the Customer is using the Subscription Services to generate transmissions to its clients, the Customer shall keep a record of the Transmission Data of each transaction 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 4.2, "**Transmission Data**" means the names of the parties in the relationship, a description of the relationship, the date that the relationship started, how the Customer's client's email address was obtained by the Customer and where known the dates of the first and the most recent transmission.

5. VARIATIONS

5.1 In addition to any other notification method set out in the Agreement, any notice given under these Mandatory Terms shall be deemed to be sufficiently and duly given hereunder 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 Bottomline has on record, 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.

5.2 Bottomline may amend these Mandatory Terms from time to time to incorporate additional mandatory contractual provisions required by PNPs, suppliers and subcontractors. Nothing in this Clause permits Bottomline to make amendments that fundamentally alter the nature of the Subscription Services or the commercial bargain between the parties, except where expressly authorised under the Agreement.

5.3 Notwithstanding Clause 5.1 in these Mandatory Terms, Bottomline shall publish any amended version of these Mandatory Terms at https://www.bottomline.com/uk/product-terms-conditions (or such successor location as Bottomline may notify to Customer from time to time). Publication shall constitute notice of the amendment and the amended Mandatory Terms shall take effect upon publication unless a later effective date is specified. Customer shall be responsible for periodically reviewing such location for updates to these Mandatory Terms.