

Bottomline Technologies Europe Ltd Support Agreement

This Software Support Agreement sets out the terms upon which the Company agrees to provide the services described therein and is subject to the Company's current Standard Terms and Conditions. In this Software Support Agreement the following words shall have these meanings ascribed to them respectively as follows:

"Service Levels"	means the service levels and standards of performance set out in the SLA
"SLA"	means Schedule 2 of this Software Support Agreement
"SSA"	means this Software Support Agreement and any schedules therein
"Software"	means those items described as such in the Sales Agreement
"Software Support Services"	means those services defined in schedule 1

1. General

- 1.1 All amendments and variations to this SSA shall not be valid unless agreed in writing by a duly authorised representative of the Company

2. Price

- 2.1 Pricing for Software Support Services will be charged at 18% of the list price of the Software. In the event any discount is offered against Software Support Services, this discount shall only apply to year 1; thereafter all Software Support Services will be billed at 18% of the then current list price.
- 2.2 Prices are subject to annual alteration and shall be at the Company's standard rates in effect at the commencement of the year for which the Customer has paid for the services.

3. Payment

- 3.1 Any monies payable under this agreement are payable in advance and remain due despite any suspension of services as a result of the customer's failure to perform any of its obligations hereunder.

4. Customers Obligations

- 4.1 In addition to the obligations under clause 13 of the Standard Terms and Conditions the Customer also agrees to ensure that any previously used software to be supported for the first time under this agreement will be in good operating condition before its inclusion in the agreement and Bottomline reserves the right to require an on-site inspection, re-installation, re-configuration of the Software before accepting under a SSA

5. Software Support Services

- 5.1 In respect of the Software specified in the Sales Agreement the Company will provide Software Support Services in accordance with the Service Levels and SLA
- 5.2 If the Software covered under this agreement fails to meet its specification then the Customer shall promptly notify the Company in writing and provide details of the defect or error. The Company will use its reasonable endeavours to correct such defect or error and deliver to the Customer a corrected version of the object code of the Software containing such corrections.
- 5.3 Software Support Service will not include services in respect of any defects or errors resulting from modifications of the Software made by any person other than the Company, from any fault in any software other than software supplied by the Company under this contract, any error or fault caused by the use of any hardware or software not supplied by the Company, for any reason due to the default of the Customer or its employees or agents.
- 5.4 Software Support Services includes for no additional charge, all new releases as well as revisions and enhancements for the Software, excluding operating system platform changes and new functionality modules.
- 5.5 Software Support Services does not include document enhancement services, template changes, digitising services and onsite consulting, software install or training services. However such services are available at the Company's applicable rates from time to time.
- 5.6 Software Support Services is limited to the most current version and one previous version of the Software. If the Customer discontinues Software support, additional fees may be required to upgrade the Software to supported version(s) prior to re-commencing Software support.
- 5.7 Company will not provide support for, or the links to, (but not limited to) Adobe, mail servers, print servers, print devices (unless supplied by the Company), print drivers, operating system, network databases, accountancy systems.
- 5.8 Software Support Services does not include on-site services. On-site services will be made available at the request of the Customer, at then current applicable rates and will be provided on a reasonable endeavour basis, allocated by priority and severity. On-site services will not be charged for if it can be proved that the issue was caused by failure of the Company software, or its configuration/implementation by Company personnel. For avoidance of doubt this excludes, but is not limited to:
- 5.8.1 non Company personnel configuring or moving the software without Company supervision.
- 5.8.2 changes to the Customer technical environment, such that it affects the performance of the licensed software
- 5.8.3 changes to Customer host data or externally provided data.

6. Duration

- 6.1 This agreement shall, subject to Clause 15 of the Standard Terms and Conditions, continue in force for one year and thereafter renew automatically year to year until terminated by either party giving to the other not less than 90 days prior written notice to expire on the anniversary of the date of this agreement.

Bottomline Customer Support Process and SLA's

Enterprise Support Centre

Bottomline's Enterprise Support Centre (ESC) provides advice and technical support to all customers with Support and Maintenance Contracts.

Customers without a contract will be provided with assistance once a maintenance contract has been put in place.

Any Bottomline customers without a maintenance contract may be provided with phone support at a cost of £500 + VAT for a 24 hour period. This would commence once a purchase order is received.

Contacts & Operating Times

Type	Contact method	Operating Hours	Timezone
Customer Support	Portal - http://www.bottomline.co.uk/	08:30-17:30 Mon – Thursday 08:30-17:00 Friday (excluding UK Public holidays)	UK
Service Support (hosting)	TBC	24x7x365	Global
Data Capture Support	Portal - http://www.bottomline.co.uk/	08:30-17:00 Mon – Friday (excluding UK Public holidays)	UK
Out of Hours Support – only available for priority 1 issues.	0870 0818250	17:30-22:00 Mon – Thursday 17:00-22:00 Friday	UK

Support Process

When a support call is raised via the Self Service Portal the client has the ability to prioritise the call, this priority is based on the Priority guidelines for the product in question. Once the call is submitted the client will be allocated an Incident Reference number and the call is despatched to the Enterprise Support Team.

Support will endeavour to provide a solution over the phone and through remote support links, where allowed by the customer. Where an issue requires further investigation, Support may request copies of data, configuration files, Screen shots of errors, Database Backups etc to enable the issue to be replicated for a solution to be found.

Remote Support

The standard remote support connection is via Landesk. This is connected to via the following URL.

www.bottomline.co.uk/ld

A PDF document on the use and specification of Landesk is also hosted at this URL.

Though Landesk is the preferred connection for remote support, Bottomline can accommodate most other remote support connection methods and these will be considered on a case by case basis.

For example:

Checkpoint Secure Remote
CISCO VPN
NetMeeting
WebEX
ISDN Point to Point router connection
Site to Site VPN Connection

Please note solutions/systems that are still in implementation phase will be supported by the implementation team unless otherwise agreed. All new solutions/systems are handed from implementation to support following completion of all stages of implementation.

SLA's

WebSeries – Priority Criteria

The SLA response times commence from when the call is logged and an incident reference number is given.

Priority 1:

- Incidents placed into the Support queue will be acknowledged by a call back within 1 hour.
- Customer will be updated with a resolution plan or how the issue will be addressed within 1 hour of start of investigation if not already resolved.

Priority 2:

- Incidents placed into the Support queue will be acknowledged by a call back within 1 hour.
- Customer will be updated with a resolution plan or how the issue will be addressed within 3 hours of start of investigation if not already resolved.

Priority 3:

- Incidents placed into the Support queue will be acknowledged by a call back within 2 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 6 hours of start of investigation if not already resolved.

Priority Level Guidelines

Priority 1. Issue that prevents live payments/debits being processed. This includes BACS, Cheques, and Bottomline outsourced payment service.

Priority 2. Issue that prevents notification or updating of systems but does not prevent payments processing. This includes processing of BACS/Bank returns data, outsourced services returns data, fax notifications and email notifications of outgoing orders, remittances etc.

Priority 3. Non-live solutions/systems, cosmetic failures, change requests. This includes customers testing solutions/systems, incorrect information appearing on documents and non-critical hardware issues.

SLA's apply to UK operating hours only. Late support service is only available for priority 1 issues and these will be responded to as soon as possible, on a best endeavours basis.

Sprinter – Priority Criteria

Priority 1. Failure of either the on-line or batch system caused by an application error which results in major impact to, or stoppage of the business. There is no acceptable workaround and the problem has a critical impact to the business.

Priority 2. A partial outage caused by an application error, resulting in a significant interruption of service to one or more online users or batch processes

Priority 3. Manageable Workaround. Minimal or acceptable impact on the business. Non-live solutions/systems, cosmetic failures, change requests. This includes customers testing solutions/systems

The SLA response times commence from when the call is logged and an incident reference number is given.

Priority Level Guidelines

Priority 1:

- Incidents placed into the Support queue will be acknowledged by a call back within 1 hour.
- Customer will be updated with a resolution plan or how the issue will be addressed within 1 hour of start of investigation if not already resolved.

Priority 2:

- Incidents placed into the Support queue will be acknowledged by a call back within 2 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 6 hours of start of investigation if not already resolved.

Priority 3:

- Incidents placed into the Support queue will be acknowledged by a call back within 2 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 8 hours of start of investigation if not already resolved.

SLA's apply to UK operating hours only. Late support service is only available for priority 1 issues and these will be responded to as soon as possible, on a best endeavours basis.

Data Capture – Priority Criteria

Priority 1. An incident or problem that meets at least one of the following criteria:

Corrupt File - unable to load
File missing/not received

Priority 2. An incident or problem that meets at least one of the following criteria:

Scanned image illegible/poor quality image
Mis-read data (OCR)
Mis-punched correction by Data Capture Centre

Priority 3. Queries that may include the following (examples only):

Missing backing documents (4 pages to invoice but only 1 scanned)

Priority Level Guidelines

Priority 1:

- Incidents placed into the Support queue will be acknowledged by a call back within 4 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 4 hours of start of investigation if not already resolved.

Priority 2:

- Incidents placed into the Support queue will be acknowledged by a call back within 8 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 24 hours of start of investigation if not already resolved.

Priority 3:

- Incidents placed into the Support queue will be acknowledged by a call back within 8 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 48 hours of start of investigation if not already resolved.

SLA's apply to UK operating hours only. Late support service is only available for priority 1 issues and these will be responded to as soon as possible, on a best endeavours basis.

Escalation Route

All support issues should be raised through the Enterprise Self Service Portal.
In case of difficulties please follow the escalation route shown below:

UK working Hours

UK Out Of Hours

Self Service Portal
<http://www.bottomline.co.uk/>

1st Escalation
Call Centre
0118 9822200

WebSeries/Sprinter

2nd Escalation

Technical Team Manager(s)
John Hancock (Payments)
07714 409593
Sajid Khan (Documents)
07973 921327

3rd Escalation

Technical Support Manager
Peter Marshall
07887 822694

Data Capture

2nd Escalation

Support Manager
Nick Lloyd
07813894545

3rd Escalation

Infrastructure Manager
Adrian Cox
07966458493

4th Escalation
Enterprise General Manager
Tim Eustace
07815 878140

Out of Hours Number
0870 0818250

1st Escalation
Call Centre – Out of hours
0870 0818250

2nd Escalation

US Support Manager
Mark Schepis – 001 603 501 5105

3rd Escalation

VP Customer Support & Services
Tom Daniels – 001 603 501 5168

4th Escalation

VP Professional Services
Daniel O’Keefe – 001 603 501 4832