

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 20% 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 20% 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 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

Support Centre

Bottomline's Support Centre 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/ Phone 0870 0818250 | 08:00-17:30 Mon – Thursday 08:00-17:00 Friday (excluding UK Public holidays) | UK |

Customer Duties and Responsibilities

Business Impact

Customer is required to give a full disclosure of the impact of a reported problem on Customer's production environment at the time of the initial report of the problem. This information directly impacts the initial priority ranking given by Bottomline to the problem and helps Bottomline personnel to better allocate support resources.

Replication

Prior to submitting a problem report requiring replication of the problem by Support Services, Customer is required (where possible) to replicate the problem and reduce it to its simplest point of failure. If Support Services receives problems that have not been reduced to their simplest point of failure, Support Services may return the problem to Customer for further analysis, else service level response time may become significantly extended.

Collection and Provision of Information

At the time that Customer makes its initial call to report a problem to Support Services, Customer must also provide a step by step, documented problem replication method that is proven repeatable, files, a data sample and additional information as appropriate to ensure that Bottomline will be able to quickly replicate the problem, as more specifically described below. All documentation and communications must be reported in English. This information and material is to be prepared prior to contacting Bottomline's support center.

Prior to contacting Support Services the customer should assess the situation and gather information based upon the following hints:

- Establish if the system and/or software have ever functioned correctly, and document the changes that have occurred since correct functionality.
- For Document products establish if it is a product or project problem, if a project problem establish who wrote the project
- Collect software logs
- Event Logs - look at the overall health of the machine
- Look at Release Notes for identified bugs and fixes

The following is the required minimum for requesting assistance from Support Services:

- Full description of problem – including error messages and an accurate account of what the Customer was doing when a problem arose (*include outcome of all the above steps as applicable*)
- Fully documented step by step procedure used to repeatedly replicate the problem (*the most simplified repeatable replication process is required*)
- Documented list of all software involved - both operating system and Bottomline product versions, service packs and patches.
- All logs (*data dumps if appropriate*)
- Test data used
- Details of recent change activity prior to the problem

These minimum requirements are not exhaustive and may be appended to from time to time. Only Customers with a current and valid support and maintenance contract are eligible for the foregoing support.

Bottomline reserve the right to redirect calls failing to meet the above criteria to Customer technical personnel.

Customer will ensure that the personnel that calls For support are reasonably trained and conversant with the product used.

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 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 Webex.

Though Webex 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.

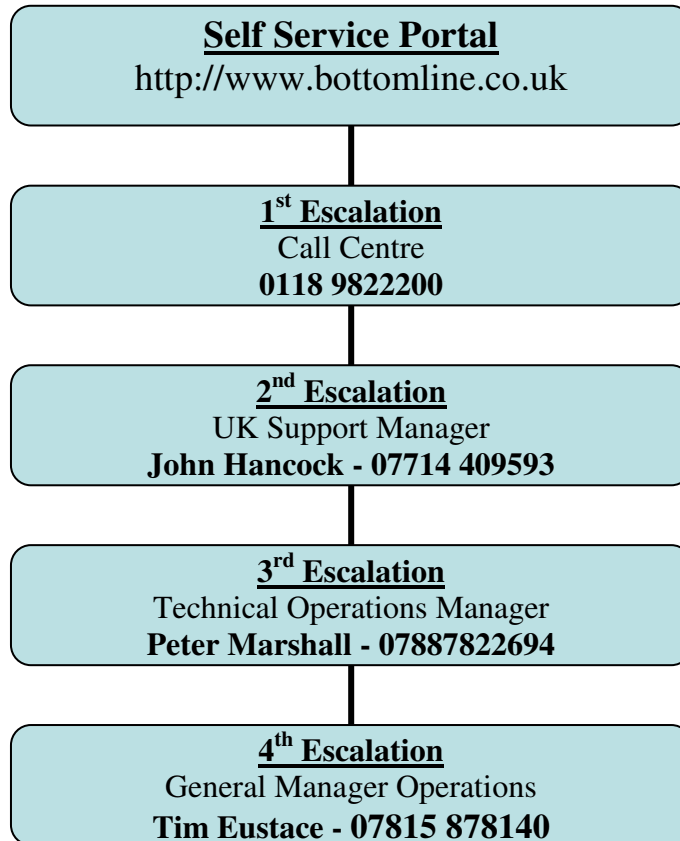
For example:

Checkpoint Secure Remote
CISCO VPN
NetMeeting
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.

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:



Documents – Priority Criteria

Priority 1. Major impact on production or stoppage of production environment due to Bottomline software related problems. There is no acceptable workaround and the problem has a critical impact to the business.

Priority 2. A partial outage caused by the software, resulting in an intermittent or temporary interruption of service/production.

Priority 3. A Manageable Workaround with 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 the Support Team within 4 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 1 Business day of start of investigation if not already resolved.

Priority 2:

- Incidents placed into the Support queue will be acknowledged by the Support Team within 4 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 2 Business days of start of investigation if not already resolved.

Priority 3:

- Incidents placed into the Support queue will be acknowledged by the Support Team within 4 hours.
- Customer will be updated with a resolution plan or how the issue will be addressed within 3 Business days of start of investigation if not already resolved.

SLA's apply to UK operating hours only.