

Bottomline Technologies Europe Ltd Equipment Maintenance Agreement

This Equipment Maintenance 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 Equipment Maintenance Agreement the following words shall have these meanings ascribed to them respectively as follows:

"EMA" means this Equipment Maintenance Agreement and any schedules therein

"Equipment" means those items specified as equipment in the Sales Agreement

"Equipment Corrective Maintenance" means those services defined in schedule 1

"Equipment Preventative Maintenance" means those services for MICR laser printers only as defined in schedule 2 "HSM Maintenance" means those services defined in schedule 1

"High Security Module" "HSM" means the tamper proof hardware within which is securely stored the electronic key used for the encryption and decryption of data sent and received

1. General

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

2. Price

- 2.1 Pricing for equipment maintenance will be charged at 20% of the list price of the Equipment. In the event any discount is offered against equipment maintenance, this discount shall only apply to year 1; thereafter all equipment maintenance 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. In respect of maintenance for printers over 3 years old, prices will be subject to an increase over and above the standard annual increase.

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 14 of the Standard Terms and Conditions the Customer also agrees to ensure that any previously used equipment to be maintained for the first time under this EMA will be in good operating condition before its inclusion in the agreement and the Company reserves the right to require a rework or shop service before accepting the equipment under a EMA

5. Equipment maintenance

- 5.1 In respect of the Equipment specified in the Sales Agreement the Company will provide maintenance as follows
- 5.1.1 for Equipment Corrective Maintenance as set out in schedule 1
- 5.1.2 for Equipment Preventative Maintenance as set out in schedule 2

6. Duration

- 6.1 This agreement shall, subject to Clauses 3 and 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.

at its discretion and the Customer will be charged and invoiced at the Company's then prevailing time and material rates.

- 1.3 Unless otherwise agreed Equipment Corrective Maintenance does not include maintenance needed as a result of:

- 1.3.1 failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
- 1.3.2 accident, transportation, neglect or misuse by the Customer, its employees or agents or any third party;
- 1.3.3 any fault in any attachments or associated equipment (whether or not supplied by the Company) which do not form part of the Equipment;
- 1.3.4 act of God, fire, flood, war, act of violence, or any other similar occurrence;

- 1.4 Unless otherwise agreed Equipment Corrective Maintenance does not include:

- 1.4.1 service other than at the Customer's premises specified in the schedule, or such other location as the Company has approved in writing;
- 1.4.2 the replacement of any spare parts which are subject to wear and tear;
- 1.4.3 renewal of consumable supplies including, but not confined to tapes, disk packs, cleaning kits, printing ribbons, printer heads, laser printer drums, toner cartridges, belts, routine service packs or other consumable supplies;
- 1.4.4 electrical or other environmental work external to the Equipment;
- 1.4.5 repair or service of printers supplied as part of a system that are over 12 months old since the date of installation (with the exception of maintenance contracts that specifically relate to a MICR printer). Replacement printers purchased by the Customer from the Company will be covered under this agreement free of charge for 12 months from date of supply;
- 1.4.6 repeated repair of printers that have exceeded the manufacturers rated life. Printers that have exceeded the manufacturers rated life (current industry norm 5 years), which require more than 3 correct maintenance visits within a 6 month period, will no longer be covered within the contract. The Company may provide corrective maintenance for printers no longer covered if requested by the Customer, which will be charged and invoiced at the Company's then prevailing time and material rates;
- 1.4.7 changes to the equipment configuration, additional configuration, or upgrade of the equipment or its software unless as a result of an agreed defect that has been reported by the Customer.
- 1.4.8 the Company shall not be responsible for recovery or reconstruct of any data lost or spoiled as a result of any breakdown of or fault in the Equipment.

- 1.5 The Company will, if it is able to do so, at the request and expense of the Customer repair or replace any part of the Equipment which has failed due to a cause described above at the Company's charges then in effect. Consumables installed or delivered shall incur an additional labour charge at the then current rates

- 1.6 The Company reserves the right to discontinue support on equipment covered under the contract with the Customer if parts for maintenance become obsolete. The Company will notify the Customer when the Company has been made aware of this by its suppliers and offer either an alternative arrangement or a pro-rata refund of the fees paid for maintenance in respect of that equipment.

Schedule 1 Equipment Corrective Maintenance

1. Equipment Corrective Maintenance

- 1.1 When notified by the Customer that the Equipment has failed or is malfunctioning, the Company will either:
- 1.1.1 make available an engineer or authorised representative at the Customer's premises specified on the attached agreement to make such repairs and adjustments and replace such parts of the Equipment as may be necessary to restore the Equipment to its proper operating condition. Premises located on the UK mainland (excluding remote areas) and Northern Ireland, Company will endeavour to respond the next business day (meaning Monday to Friday excluding bank or public holidays) between the hours of 8.30am to 5.30pm (Monday to Thursday) and 8.30am to 5.00pm (Friday) (UK time). Premises located in remote areas of the UK mainland (postcodes AB, DD, IV, KW, PH, TR), or outside the UK mainland, Company will endeavour to respond within three business days between the hours of 8.30am and 5.30pm (Monday to Thursday) and 8.30am to 5.00pm (Friday) (UK time). Travel and other related expenses are not included in the contract for premises located in remote areas and outside the UK mainland. These will be invoiced to the Customer at cost to the Company. The Company will assign a priority rating to all engineer visits to enable the most appropriate use of engineer resources; or
- 1.1.2 if in the Company's opinion it is appropriate, choose to ship a replacement part to the Customer's premises, for the Customer to fit. In such cases the defective part must be returned to the Company within one week of the replacement part being delivered otherwise the replacement part may be charged for.
- 1.2 Malfunctions which, in the Company's reasonable opinion are due to Customer's negligence, operator error, abnormal use, alteration or repairs not performed or authorised by the Company, may be repaired by the Company

Schedule 2 Equipment Preventative Maintenance

1. Equipment Preventative Maintenance

- 1.1 The Equipment Preventative Maintenance service to be provided hereunder shall consist of one annual preventative maintenance inspection to be carried out between the hours of 8.30am to 5.30pm (Monday to Thursday) and 8.30am to 5.00pm (Friday) (excluding bank or public holidays) (UK time) and to comprise testing, cleaning, lubricating and adjusting of MICR laser printers. Consumables will be supplied where required, and charged at the Company's then current rates.
- 1.2 Where in the opinion of the Company engineer the Equipment is stored or used other than in a normal office environment, the Company reserves the right to require additional inspections as a condition precedent to the continued maintenance of the Equipment and to levy additional charges if necessary.

Schedule 3 HSM Maintenance

1. HSM Maintenance

- 1.1 When notified by the Customer that the Equipment has failed or is malfunctioning, the Company will either:
- 1.1.1 trace and attempt to rectify the fault via telephone support or remote links were available
- 1.1.2 in the event that the fault is not resolved by 1.1.1 above, arrange for the unit to be returned for repair. The Company will use all reasonable endeavours that the repaired or a

Bottomline Technologies Europe Ltd Equipment Maintenance Agreement

- replacement unit is shipped within three working days of receipt of the faulty unit
- 1.2 Malfunctions which, in the Company's reasonable opinion are due to Customer's negligence, operator error, abnormal use, alteration or repairs not performed or authorised by the Company, may be repaired by the Company at its discretion and the Customer will be charged and invoiced at the Company's then prevailing time and material rates.
- 1.3 Unless otherwise agreed HSM Maintenance does not include maintenance needed as a result of:
- 1.3.1 failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
- 1.3.2 accident, transportation, neglect or misuse by the Customer, its employees or agents or any third party;
- 1.3.3 any fault in any attachments or associated equipment (whether or not supplied by the Company) which do not form part of the Equipment;
- 1.3.4 act of God, fire, flood, war, act of violence, or any other similar occurrence;
- 1.4 Unless otherwise agreed HSM Maintenance does not include:
- 1.4.1 electrical or other environmental work external to the Equipment;
- 1.4.2 changes to the equipment configuration, additional configuration, or upgrade of the equipment or its software unless as a result of an agreed defect that has been reported by the Customer.
- 1.4.3 the Company shall not be responsible for recovery or reconstruct of any data lost or spoiled as a result of any breakdown of or fault in the Equipment.
- 1.5 The Company will, if it is able to do so, at the request and expense of the Customer repair or replace any part of the Equipment which has failed due to a cause described above at the Company's charges then in effect. Consumables installed or delivered shall incur an additional labour charge at the then current rates
- 1.6 The Company reserves the right to discontinue support on equipment covered under the contract with the Customer if parts for maintenance become obsolete. The Company will notify the Customer when the Company has been made aware of this by its suppliers and offer either an alternative arrangement or a pro-rata refund of the fees paid for maintenance in respect of that equipment.