



# Bottomline Technologies, Inc.

## License Agreement for Bottomline Business eXchange Users

**This Document is Confidential and Proprietary.**

Please read this Business eXchange End User License Agreement for supplier organization users ("Agreement") carefully. By accessing and/or using the Business eXchange System (the "System"), you and the entity you represent accept the terms of this legal and binding Agreement and are consenting to be bound the terms of this Agreement.

This Agreement ("Agreement") describes the terms upon which Bottomline Technologies (DE) Corp., located at 325 Corporate Drive, Portsmouth, New Hampshire 03801 ("Bottomline" or "we") offers the authorized representatives ("Authorized Users") of your firm ("your firm") the System to transport, manage and validate electronic invoices for your firm's clients who have agreed to our terms of service for recipients of electronic invoices.

For further information please contact us at [BBEXSupport@Bottomline.com](mailto:BBEXSupport@Bottomline.com).

### 1. Limited License.

Pursuant to the terms and conditions of this Agreement, Bottomline grants to your firm ("You") a limited, non-exclusive, non-transferable license (the "License") to access and utilize the business-to-business electronic commerce service currently known as the Business eXchange System (the "System") for exchanging invoice information with the entity that has sponsored your use of the System ("Your Client"). This License is subject to the guides, policies and procedures adopted by Bottomline from time to time, and does not grant any right to: (i) access and/or utilize the System on behalf of any other person or entity; (ii) to disclose or make the System available to any other person or entity. All rights in and to the System, including, without limitation, all inventions, modifications, and advances (whether or not patentable or patented), copyrights, trade secrets embodied therein and any materials a part of or accompanying the System are and remain owned by Bottomline and are protected by copyright laws and international treaty provisions.

### 2. Technical and Procedural Requirements.

In order to access the System, you must meet Bottomline's technical and procedural requirements, as modified from time to time. Bottomline's current technical and procedural requirements are available upon request to [BBEXSupport@Bottomline.com](mailto:BBEXSupport@Bottomline.com). You are responsible for ensuring that your invoices comply with one of the electronic invoice formats supported by the System. Currently supported formats are available upon request to [BBEXSupport@Bottomline.com](mailto:BBEXSupport@Bottomline.com).

### 3. Your Responsibilities

You shall be responsible for all of your own costs associated with accessing and using the System, including without limitation, complying with Bottomline's technical and procedural requirements and obtaining and maintaining all necessary computer hardware, software, telephone, and telecommunications links necessary to generate invoices in a compatible format and to access and use the System via the Internet. You agree to comply with all applicable laws, statutes, ordinances and regulations regarding use of the System. You also agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the System. You may not take any action that imposes an unreasonable or disproportionately large load on the System infrastructure. You are solely responsible for protecting your passwords needed to access the System, and may not disclose or share your passwords to or with any third party (or use any third party's passwords) for any purpose not authorized by this Agreement.

### 4. Limited Warranty.

You acknowledge that the System is provided using computer software, hardware and networks, any component of which may require maintenance or experience problems from time to time. You also acknowledge that your access to and use of the System involves use of the Internet, third party Internet Service Providers (ISPs), your computer and networking systems over which Bottomline has no control. As such, Bottomline cannot guarantee the continued availability of the System or that you will be able to access the System at any particular time or location. Bottomline also reserves the right to limit access to the System for the purpose of conducting repairs and upgrades at any time. Subject to the foregoing, Bottomline warrants (the "Limited Warranty") that the System will perform in general conformity with the standards of performance as established by Bottomline from time-to-time. In the event that Bottomline breaches such Limited Warranty, Bottomline's entire liability and your exclusive remedy shall be, correction of the condition causing the breach within a reasonable period of time.

Bottomline warrants that your use of the System does not, to the best of Bottomline's knowledge, infringe upon or violate any patent, copyright, or other proprietary right of any third party. If you learn of any possible such wrongful use of, misappropriation, or infringement of third party rights (together a "claim"), you agree to immediately notify Bottomline of such claim in writing. Should Bottomline determine that in its opinion there may be merit to such claim, then at Bottomline's sole discretion, it will either (i) procure for you the right to continue to access and use the System, (ii) modify the System to make it non-infringing, or (iii) terminate this Agreement. Bottomline shall have no liability for any claim based on your use of the System other than in accordance with this Agreement or your use of the System in combination with other services, software, or equipment not provided by Bottomline, where such infringement would not have occurred, but for such combination.

**THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BOTTOMLINE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.**

**IN NO EVENT SHALL BOTTOMLINE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, COST OF REPLACEMENT OR CORRECTION SERVICES, OR ANY CLAIM OR DEMAND AGAINST YOU BY ANOTHER PARTY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICES RELATED THEREOF, EVEN IF BOTTOMLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTTOMLINE'S LIABILITY UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ITS INDEMNITY AND WARRANTY PROVISIONS) SHALL IN NO EVENT EXCEED THE TOTAL PAYMENT OF FEES PAID BY YOU WITHIN THE 6 MONTH**

**PERIOD PRECEEDING THE EVENT GIVING RISE TO BOTTOMLINES LIABILITY. THESE LIMITATIONS ON LIABILITY ARE MATERIAL CONDITIONS OF BOTTOMLINE'S GRANTING YOUR FIRM ACCESS TO THE SYSTEM.**

5. Termination.

Either party may terminate this Agreement upon 30 days written notice. Notwithstanding the foregoing, and without limiting any other remedies, Bottomline's remedies for your breach of this Agreement, including failure to pay any proscribed fees, shall include, but not be limited to, the right to suspend or terminate your access to and use of the System.

6. Confidentiality.

Unless required to disclose by law, Bottomline agrees to use commercially reasonable efforts to safeguard the confidential nature of information contained in your invoices. If Bottomline is required to disclose any information contained in your invoice(s) in response to a valid order by a court or other governmental body or otherwise required by law, Bottomline shall provide prompt written notice thereof to your firm to enable your firm to seek a protective order or otherwise prevent such disclosure. Notwithstanding the foregoing, Bottomline may combine and aggregate invoice information with invoice information of other users of the system and calculate statistical information from the combined and aggregated invoice information. Further, Bottomline may disclose the statistical information to third parties so long as, and only so long as, it is not possible to determine the identity of any firm, the identity of any client of any firm, or any services provided to any client (or fees invoiced therefore) from the statistical information.

7. No Agency.

You and Bottomline are independent contractors with respect to one another, and no agency, partnership, joint venture, employee-employer, franchisor-franchisee or other relationship is intended or created among us.

8. Notices.

Any notices shall be given by email to Bottomline via the email address indicated by Bottomline from time to time, to you via the email address that you provided to us during the registration process, or to such other address as the party shall specify in writing. Notice shall be deemed given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, and at Bottomline's option, Bottomline may give you notice by certified mail, postage prepaid and return receipt requested, to the address you provided during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

9. Enforceability.

If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed deleted from the Agreement without affecting the enforceability of the remaining portion of this agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

10. Amendments, Entire Agreement, Waivers.

Bottomline may amend this Agreement at any time by posting the amended terms on this site. The amended terms shall automatically be effective 30 days following such posting. It is your responsibility to periodically access this site to determine whether amended terms have been posted, and to terminate this Agreement pursuant to Section 7 if you do not agree to the amended terms. Otherwise, this Agreement may not be amended except in a writing signed by both parties. This Agreement contains the

entire agreement between you and Bottomline with respect to the subject matter hereof and supersedes all prior agreements or understandings between us with respect thereto. The consent, waiver or excuse by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

#### 11. Governing Law and Arbitration.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws rules. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration, by a single arbitrator knowledgeable of the internet services businesses generally, in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Portsmouth, New Hampshire, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Bottomline may seek any interim or preliminary relief from a court of competent jurisdiction in Portsmouth, New Hampshire necessary to protect the rights or property of Bottomline pending the completion of arbitration. The fees of the arbitration shall be borne by the parties equally, and each party shall bear its own costs.

Contract Revision April 10<sup>th</sup>, 2008