Bottomline Technologies: Data Processing Addendum

THIS DATA PROCESSING ADDENDUM is entered into as of the DPA Effective Date by and between: (1) Bottomline Technologies Limited, a company incorporated and registered in England with company number 8098450 whose registered office is at 1600 Arlington Business Park, Theale, Reading, Berkshire, RG7 4SA ("**Bottomline**"); and (2) the entity who is a counterparty to the Agreement into which this Data Processing Addendum is incorporated and forms a part ("**Customer**"), and records the Parties' agreement with respect to the terms and conditions governing the Processing and security of Personal Data provided to Bottomline pursuant to the Agreement.

<u>**IMPORTANT NOTES**</u>:

(A)   **Please pay particular attention to Section 2, which determines if and when the terms of this Data Processing Addendum will come into force and effect.**

(B)   **The Data Protection Laws mandate that the Processing of Customer Personal Data that Bottomline carries out on your behalf is subject to a contract containing certain specific terms (these are set out in Article 28(3) of the GDPR). We have prepared this Data Processing Agreement to ensure that these mandated terms are in place.**

(C)   Furthermore, following the UK ceasing to be a member state of the European Union ("**Brexit**"), and the subsequent expiry of post-Brexit transitional arrangements agreed between the UK and the EU, the EU GDPR has been replaced in the UK by the UK GDPR. Accordingly, the Parties need to reflect the application of the UK GDPR as well as, potentially, the continued application of the EU GDPR (as and where applicable).

(D)   This Data Processing Addendum has been pre-signed on behalf of Bottomline. Should you wish to retain an executed version of this Data Processing Addendum please sign a copy and keep it for your records, and return a signed copy of this Data Processing Addendum to Bottomline (by email to DataProtectionOfficer@bottomline.com).

1.   INTERPRETATION AND APPLICATION

1.1.   In this Data Processing Addendum, including the 'Important Notes' (above), the following terms shall have the meanings set out in this Section 1.1, unless expressly stated otherwise:

(a)   "**Agreement**" means the agreement entered into by and between the Parties pursuant to which Bottomline agrees to provide, and Customer agrees to procure, the Relevant Services (including any Order Agreements, Statements of Work, amendments or similar documents used to define the nature and scope of such services).

(b)   "**Anonymised Data**" means any Customer Personal Data, which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Bottomline or any other party reasonably likely to receive or access that anonymised Personal Data.

(c)   "**Cessation Date**" has the meaning given in Section 10.1.

(d)   "**Customer Personal Data**" means any Personal Data Processed by or on behalf of Bottomline on behalf of Customer under the Agreement.

(e)   "**Data Processing Addendum**" means this Data Processing Addendum (as amended from time to time).

(f)   "**Data Protection Laws**" means the **GDPR**, together with any applicable implementing or supplementary legislation in the UK or any applicable member state of the EEA (including the UK Data Protection Act 2018).

(g)   "**Data Subject Request**" means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.

(h)   "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates, the relevant Processing of whose Personal Data falls within the territorial scope of the GDPR (as determined by Article 3 thereof).

(i)   "**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and "**Deletion**" shall be construed accordingly.

(j)   "**DPA Effective Date**" has the meaning as determined pursuant to Section 2.1.

(k)   "**EEA**" means the European Economic Area.

(l)   "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

(m)   "**GDPR**" means the UK GDPR and/or EU GDPR (as applicable in the context). References to "**Articles**" and "**Chapters**" of, and to relevant defined terms in, the GDPR shall be construed accordingly.

(n)   "**Hosting Services Provider**" means those third party(ies) listed in the then-current Subprocessor List as providing certain hosting services to Bottomline in connection with the Relevant Services.

(o)   "**Personal Data Breach**" an actual (and not simply a suspected) personal data breach (as defined in the Data Protection Laws) that: (i) is confirmed by Bottomline's Risk Committee following appropriate investigations, (ii) affects Customer Personal Data and (iii) which Bottomline is required to notify to Customer under Data Protection Laws.

(p)   "**Personnel**" means a person's employees, agents, consultants or contractors.

(q)   "**Relevant Services**" means the relevant services agreed to be provided by Bottomline under and in accordance with the Agreement.

(r)   "**Relevant Body**":

        (i)   in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office and/or UK Government (as applicable in the context); and/or

        (ii)   in the context of the EEA and EU GDPR, means the European Commission.

(s)   "**Restricted Country**":

        (i)   in the context of the UK, means a country or territory outside the UK; and/or

        (ii)   in the context of the EEA, means a 'third country' or territory outside the EEA (which shall, as and where applicable, be interpreted in line with Article FINPROV.10A(1) of the Trade and Cooperation Agreement between the EU and the UK),

that the Relevant Body has not deemed to provide an 'adequate' level of protection for Personal Data pursuant to a decision made or approved under Article 45 of the GDPR.

(t)   "**Restricted Transfer**" means (i) a transfer of Customer Personal Data from Customer to Bottomline in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from Bottomline to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR

(u)   "**Standard Contractual Clauses**" means the standard contractual clauses issued or approved from time-to-time by the Relevant Body under Article 46 of the GDPR for the transfer of Personal Data from Controllers to Processors established in Restricted Countries

(v)   "**Subprocessor**" means any third party appointed by or on behalf of Bottomline to Process Customer Personal Data.

(w)   "**Subprocessor List**" means the list of subprocessors (including those subprocessors' locations) that are engaged in certain specified Processing activities on behalf of Bottomline from time-to-time in connection with its provision of the Relevant Services.

(x)   "**Supervisory Authority**":

(i)   in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office; and/or

(ii)   in the context of the EEA and EU GDPR, shall have the meaning given to that term in Article 4(21) of the EU GDPR.

(y)   "**UK GDPR**" means the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the various Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations).

1.2.   In this Data Processing Addendum, including the 'Important Notes' (above):

(a)   the terms, "**Controller**", "**Processor**", "**Personal Data**" and "**Process**" (and its inflections) shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;

(b)   unless otherwise defined in this Data Processing Addendum, all capitalised terms shall have the meaning given to them in the Agreement; and

(c)   any words following the terms "**including**", "**include**" or any similar expression shall be construed as illustrative and shall not limit the sense of the description, definition, phrase or terms that comes before the relevant term.

1.3.   Customer warrants and represents that it is subject to the territorial scope of the Data Protection Laws as determined in accordance therewith (including pursuant to Article 3 of the GDPR). Customer further agrees that to the extent that it is not in fact subject to the territorial scope of the Data Protection Laws, this Data Processing Addendum shall be deemed automatically void with effect from the DPA Effective Date or the date when it was no longer subject to the territorial scope of the Data Protection Laws, if later, without requirement of notice.

2. EFFECT AND PRECEDENCE

2.1.   This Data Processing Addendum shall come into force and effect from the "**DPA Effective Date**", being either:

(a)   where the terms of this Data Processing Addendum are incorporated into the Agreement by reference, the later of:

(i)   1 January 2021; **or**

(ii)   the Effective Date of the Agreement (as defined therein); or

(b)   1 January 2021, where either:

(i)   Bottomline's Processing of Customer Personal Data is otherwise subject to a prior version of this Data Processing Addendum agreed between parties (including through any deemed acceptance mechanism provided for in such prior version); or

(ii)   subject to Section 2.2 below, none of the foregoing provisions in Section 2.1(a) or Section 2.1(b)(i) apply and Customer continues to access or use the Relevant Service(s) (or any portion thereof), without having first notified Bottomline (by email to DataProtectionOfficer@bottomline.com) of Customer's rejection of this Data Processing Addendum within fourteen (14) days of this Data Processing Addendum being notified to Customer (notwithstanding any '*No Variation*', '*Entire Agreement*' or similar provisions in the Agreement).

2.2.   The deemed acceptance through continued use provision of Section 2.1(b)(ii) shall not apply to any Customer with whom Bottomline has (prior to 1 January 2021) separately agreed data processing terms otherwise than on the basis of a version of this online Data Processing Addendum, which establish the contractual terms required by Article 28(3) of the GDPR and cover the use and provision of the Relevant Services.

2.3.   With effect from the DPA Effective Date, this Data Processing Addendum:

(a)   shall hereby be incorporated into, and shall form an effective part of, the Agreement; and

(b)   will replace and disapply any previously applicable data processing agreement, addendum or similar and any other terms previously applicable to privacy, data processing, data security and/or otherwise relating to Bottomline's Processing of Customer Personal Data (including any previous version of this Data Processing Addendum).

2.4.   In the event of any conflict or inconsistency between this Data Processing Addendum and the Agreement, this Data Processing Addendum shall prevail.

3. PROCESSING OF CUSTOMER PERSONAL DATA

3.1.   In respect of Customer Personal Data, the Parties acknowledge that (as between the Parties):

(a)   Bottomline acts as a Processor; and

(b)   Customer acts as the Controller.

3.2.   Bottomline shall not Process Customer Personal Data other than:

(a)   on Customer's instructions (subject always to Section 3.7); or

(b)   as required by applicable European Union, UK or European Union Member State laws.

3.3.   To the extent permitted by applicable laws, Bottomline shall inform Customer of:

(a)   any Processing to be carried out under Section 3.2(b); and

(b)   the relevant legal requirements that require it to carry out such Processing,

before the relevant Processing of that Customer Personal Data.

3.4.   Customer instructs Bottomline to Process Customer Personal Data as necessary:

(a)   to provide the Relevant Services to Customer; and

(b)   to perform Bottomline's obligations and exercise Bottomline's rights under the Agreement.

3.5.   Annex 1 (*Data Processing Details*) sets out certain information regarding Bottomline's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.

3.6.   Where Bottomline receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Bottomline shall inform Customer.

3.7.   Customer acknowledges and agrees that any instructions additional to those set out in this Data Processing Addendum or the Agreement issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Bottomline pursuant to or in connection with the Agreement:

(a)   shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and

(b)   shall not relate to the scope of, or otherwise materially change, the Relevant Services to be provided by Bottomline under the Agreement.

3.8.   Notwithstanding anything to the contrary herein, Bottomline may without liability to Customer and with immediate effect terminate the Agreement in its entirety upon written notice to Customer if Bottomline considers (in its reasonable discretion) that:

(a)   it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b)   to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise),

provided that, in each case (a) and (b), the relevant instructions issued by Customer relate to matters (including Processing operations) that fall outside the scope of that which is reasonably contemplated by the Agreement.

3.9.   Customer represents and warrants on an ongoing basis that:

(a)   there is, and will be throughout the term of the Agreement, a valid legal basis (whether under Articles 6, 9 and/or 10 of the GDPR or otherwise as required under Data Protection Laws) for the Processing by Bottomline of Customer Personal Data in accordance with this Data Processing Addendum and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing); and

(b)   where applicable, Customer has been instructed by, and obtained the valid and effective authorisation of, any relevant third party Controller(s) (including, for these purposes, Customer Affiliates) to instruct Bottomline (and its Subprocessors that are approved subject to and in

accordance with Section 6) to Process Customer Personal Data as set out in and contemplated by this Data Processing Addendum and the Agreement.

4. BOTTOMLINE PERSONNEL

Bottomline shall take reasonable steps to ensure the reliability of any Bottomline Personnel who Process Customer Personal Data, ensuring:

(a) that access is strictly limited to those individuals who need to know or access the relevant Customer Personal Data for the purposes described in this Data Processing Addendum; and

(b) that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. SECURITY

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, Bottomline shall in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2. In assessing the appropriate level of security, Bottomline shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

6. SUBPROCESSING

6.1. Customer authorises Bottomline to appoint Subprocessors in accordance with this Section 6 and Bottomline acknowledges that it shall remain liable for any acts or omissions of such Subprocessors with respect to their Processing of Customer Personal Data.

6.2. Bottomline may continue to use those Subprocessors already engaged by Bottomline as at the DPA Effective Date, as such are shown in the Subprocessor List on such date as Processing Personal Data on Bottomline's behalf in connection with the Relevant Services (a copy of which shall be provided to Customer on request).

6.3. Bottomline shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor by way of Bottomline providing Customer with an updated copy of the Subprocessor List via a 'mailshot' or similar mass distribution mechanism sent via email to Customer's normal addressees for system updates.

6.4. If within fourteen (14) days of receipt of notice given to Customer pursuant to Section 6.3, Customer notifies Bottomline in writing of any objections to the proposed appointment of any new Subprocessor on reasonable grounds (e.g., if a proposed Subprocessor's Processing of Customer Personal Data would cause Customer to violate Data Protection Laws), Bottomline shall either:

(a) recommend a commercially reasonable change to Customer's configuration or use of the Relevant Services to avoid Processing of Customer Personal Data by the proposed Subprocessor objected to by Customer; and/or

(b) use reasonable efforts to make available a commercially reasonable change in the provision of the Relevant Services which avoids the use of that proposed Subprocessor.

6.5. Where no changes referenced in Sections 6.4(a) or 6.4(b) can be made, or any such changes proposed by Bottomline are expressly rejected by the Customer, within the thirty (30) day period following

Bottomline's receipt of Customer's notice of objections (the "Change Period"), either Party may by written notice to the other, to be served within fourteen (14) days of the expiration of that Change Period, terminate the Agreement (either in whole or to the extent that it relates to the portion of the Relevant Services which requires the use of the proposed Subprocessor) with immediate effect.

6.6.   If Customer (having not raised an objection to a new Subprocessor) uses the Relevant Services (or the relevant portion thereof) after the expiry of the fourteen (14) day period referred to in Section 6.4, Customer agrees that it shall be deemed to have approved the ongoing use of that Subprocessor.

6.7.   With respect to each Subprocessor, Bottomline shall:

(a)   before the Subprocessor first Processes Customer Personal Data (or, as soon as reasonably practicable, in accordance with Section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by this Data Processing Addendum; and

(b)   ensure that the arrangement between Bottomline and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this Data Processing Addendum (including those set out in Section 5).

7.   DATA SUBJECT RIGHTS

7.1.   Taking into account the nature of the Processing, Bottomline shall (at the Customer's cost) assist the Customer by appropriate technical and organisational measures, insofar as this is possible (having regard to the nature of the Processing), for the fulfilment of the Customer's obligation to respond to Data Subject Requests.

7.2.   Bottomline shall:

(a)   promptly notify Customer if Bottomline receives a Data Subject Request; and

(b)   ensure that Bottomline does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

8.   PERSONAL DATA BREACH

8.1.   Bottomline shall notify Customer without undue delay upon Bottomline becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Bottomline's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

(a)   affected Data Subjects; or

(b)   the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

8.2.   Bottomline shall co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9.   DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Bottomline shall assist the Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Bottomline.

10.   DELETION

10.1.   Subject to Section 10.4, upon the date of cessation of the Relevant Services (the "**Cessation Date**"), Bottomline shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

10.2.   To the fullest extent technically possible in the circumstances, promptly following the Cessation Date, Bottomline shall either (at its option):

(a)   Delete; or

(b)   irreversibly render Anonymised Data,

all Customer Personal Data then within Bottomline's possession.

10.3.   In the event that, on or prior to the Cessation Date, the Customer requests return of Personal Data, Bottomline shall (at the Customer's cost) return a copy of Customer Personal Data to the Customer in a standard, interoperable format.

10.4.   Bottomline and any Subprocessor may retain Customer Personal Data where required by applicable European Union, UK or European Union Member State law, for such period as may be required by such applicable law, provided that Bottomline and any such Subprocessor shall ensure:

(a)   the confidentiality of all such Customer Personal Data; and

(b)   that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable European Union, UK or European Union Member State law requiring its storage and for no other purpose.

11.   AUDIT RIGHTS

11.1.   Bottomline shall make available to Customer on request the most recent copies of any relevant third-party certifications and audits obtained or procured by Bottomline, together with any other relevant information as Bottomline considers necessary in the circumstances, in each case to demonstrate its ongoing compliance with applicable provisions of this Data Processing Addendum (including Section 5).

11.2.   Subject to Sections 11.3 and 11.4, in the event that Customer (acting reasonably) considers that the information made available by Bottomline pursuant to Section 11.1 is not sufficient in the circumstances to demonstrate Bottomline's compliance with this Data Processing Addendum, Bottomline shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Bottomline.

11.3.   Customer shall give Bottomline reasonable notice of any audit or inspection to be conducted under Section 11.2 (which shall in no event be less than thirty (30) days' notice unless required by a Supervisory Authority pursuant to Section 11.4(f)(ii)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Bottomline in respect of, any

damage, injury or disruption to Bottomline's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Bottomline's other customers or the availability of Bottomline's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

11.4. Bottomline need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of their identity and authority;

(b) to any auditor whom Bottomline has not given its prior written approval (not to be unreasonably withheld);

(c) unless the auditor enters into a non-disclosure agreement with Bottomline on terms acceptable to Bottomline (acting reasonably);

(d) where, and to the extent that, Bottomline considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Bottomline's other customers or the availability of Bottomline's services to such other customers;

(e) outside normal business hours at those premises; or

(f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which:

(i) Customer reasonably considers necessary because of a Personal Data Breach; or

(ii) Customer is required to carry out by Data Protection Law or a Supervisory Authority,

where Customer has identified the Personal Data Breach or the relevant requirement in its notice to Bottomline of the audit or inspection.

11.5. Save in respect of any audit or inspection conducted as a result of, and notified to Bottomline within the sixty (60) days immediately following, the parties' joint determination of Bottomline's material breach of this Data Processing Addendum, Customer shall bear any third party costs in connection with such inspection or audit and reimburse Bottomline for all costs incurred by Bottomline and time spent by Bottomline (at Bottomline's then-current professional services rates) in connection with any such inspection or audit.

11.6. Notwithstanding anything to the contrary in this Data Processing Addendum or the Agreement, audits of any Hosting Services Provider(s)'s Processing of Customer Personal Data will be subject to Bottomline's agreement with the applicable Hosting Services Provider and will not be subject to this Data Processing Addendum or the Agreement. On request from Customer (which shall be limited to one such request in each calendar year during the term of the Agreement), if and to the extent Bottomline is permitted to do so under its agreement with the applicable Hosting Services Provider(s), Bottomline will deliver (or procure the delivery of):

(a) Bottomline's latest audit of the applicable Hosting Services Provider(s); or

(b) such Hosting Services Provider(s)' own self-audits,

carried out in respect of such Hosting Services Provider(s)'s Processing of Personal Data on Bottomline's behalf – Customer acknowledges and agrees that any such (self-)audits will be general in their content and will not be specific to Customer or Customer Personal Data, and in the case of self-audits by the Hosting Services Provider(s) may also not be specific to Bottomline.

12.   RESTRICTED TRANSFERS

Restricted Transfers: Customer to Bottomline

12.1.   Subject to Section 12.3, to the extent that any Processing by Bottomline of Customer Personal Data involves a Restricted Transfer, the Parties agree that:

(a)   Customer – as "data exporter"; and

(b)   Bottomline – as "data importer",

shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Section 12.3.

12.2.   In respect of any Standard Contractual Clauses entered into pursuant to Section 12.1:

(a)   Clause 9 of such Standard Contractual Clauses shall be populated as follows:

"The Clauses shall be governed by the law of the Member State in which the data exporter is established."

(b)   Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:

"The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established."

(c)   Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (*Data Processing Details*); and

(d)   Appendix 2 to such Standard Contractual Clauses shall be populated as follows:

"The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 5 of the Data Processing Addendum."

12.3.   In respect of any Restricted Transfer between Customer and Bottomline described in Section 12.1, the Standard Contractual Clauses shall be deemed to come into effect under Section 12.1 automatically upon the commencement of the relevant Restricted Transfer **provided that** Section 12.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of Data Protection Laws (e.g., Section 12.1, together with any associated Standard Contractual Clauses, will not apply or will cease to apply (as applicable), if and when the European Commission issues an 'adequacy decision' in respect of the UK under Article 45 of the GDPR that covers Customer's transfer of Customer Personal Data to Bottomline under the Agreement).

Restricted Transfers: Bottomline to Subprocessor

12.4.   Subject to Section 12.5 and Section 12.6, to the extent that Bottomline effects a Restricted Transfer to a Subprocessor, Bottomline agrees that it shall enter into the Standard Contractual Clauses as agent for Customer (as "data exporter") with that Subprocessor (as "data importer").

12.5.   In respect of any Restricted Transfer between Bottomline and a Subprocessor described in Section 12.4, Customer acknowledges and agrees that Bottomline's obligation to enter into the Standard Contractual Clauses as required by that Section 12.4 shall be satisfied by the inclusion of the details of the Customer Personal Data in the general description of the "personal data" referred to in any existing or future Standard Contractual Clauses entered into by and between Bottomline and that Subprocessor.

12.6. Section 12.4 shall not apply to a Restricted Transfer unless entry into the Standard Contractual Clauses referred to therein is required to allow the relevant Restricted Transfer and the associated Processing to take place without breach of Data Protection Laws.

13. VARIATION

13.1. Bottomline reserves the right to amend this Data Processing Addendum from time-to-time (including by posting an updated form hereof on the page on which this document is currently posted or any successor page thereto), provided always that in its amended form this Data Processing Addendum contains such contractual terms as may then be required by applicable Data Protection Laws.

13.2. In the event that there is a change in the Data Protection Laws that Bottomline considers (acting reasonably) would mean that Bottomline is no longer able to provide the Relevant Services in accordance with its obligations under Data Protection Laws, Bottomline reserves the right to make such changes to the Relevant Services as it considers reasonably necessary to ensure that Bottomline is able to provide the Relevant Services in accordance with Data Protection Laws.

13.3. In the event that Customer (acting reasonably and in good faith) considers that any changes made either to the Relevant Services and/or this Data Processing Addendum pursuant to Section 13.1 or Section 13.2 (as applicable) will cause material and irreparable harm to it, Customer may terminate the Agreement in its entirety with immediate effect upon written notice to Bottomline to be served within thirty (30) days of Customer becoming aware of said changes.

14. ANONYMOUS DATA

Customer acknowledges and agrees that Bottomline shall be freely able to create, use and disclose Anonymised Data for Bottomline's own business purposes without restriction; **provided that** it is acknowledged and agreed that in respect of the Processing involved in the creation of such Anonymised Data, Bottomline:

(a) will act as an independent Controller; and

(b) shall seek to ensure that that Processing is carried out in accordance with Data Protection Laws.

15. CUSTOMER AFFILIATES' RIGHTS

15.1. The Parties acknowledge and agree that Customer has entered into this Data Processing Addendum for both itself and on behalf of, and for the benefit of, those companies that are:

(a) controlled by Customer, which control Customer or which are under common control with Customer and are (as between those companies and Bottomline) Controllers of any Customer Personal Data; and

(b) properly entitled to use and receive the benefit of the Relevant Services pursuant to and in accordance with the Agreement,

such companies, "**Customer Affiliates**". For the purposes of Section 15.1(a) "**control**" and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights in a company

15.2. The Parties acknowledge and agree that all references to Customer in the other Sections of this Data Processing Addendum shall, where the context permits and requires, be construed to refer to each Customer Affiliate, **provided that** it is acknowledged and agreed that:

(a) any rights and any remedies available to Customer Affiliates under this Data Processing Addendum shall accrue, and may only be exercised and sought by Customer, on a collective, and not an individual basis, on behalf of Customer and all Customer Affiliates – as examples: (i) any on-premise inspections that may occur in accordance with Section 11 shall be conducted for the benefit of Customer and all Customer Affiliates collectively, and the limits on the frequency of such audits shall apply on a collective basis; and (ii) any relevant notices (such as that referred to in Section 6.3 concerning new Subprocessors) shall be given by Bottomline to Customer only, and Customer (and not Bottomline) shall be responsible for disseminating such notices to Customer Affiliates; and

(b) Bottomline's total liability (whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise) arising out of or in connection with this Data Processing Addendum shall be subject to those limitations on, and exclusions of, Bottomline's liability under the Agreement, which it is agreed shall apply on a collective basis (and not an individual and several basis) to Customer and all Customer Affiliates.

16. LEGAL REQUIREMENTS

16.1. Customer acknowledges that both Bottomline and its Subprocessors may themselves be subject to certain legal or regulatory reporting or notification requirements. In the event that Bottomline's or its Subprocessors' discharge or intended discharge of such requirements (as reasonably understood by them) involves the Processing of Customer Personal Data, it is acknowledged that, such Processing shall be carried out by Bottomline or its Subprocessor(s) as Controllers, independently of the Customer, not as Customer's (Sub)Processor(s).

16.2. Bottomline shall seek to ensure, and as between Customer and Bottomline shall be responsible for procuring that its Subprocessors seek to ensure, that any Processing of Customer Personal Data described in Section 16.1 is carried out in accordance with Data Protection Laws and any other applicable legal or regulatory requirements related to that activity.

This Data Processing Addendum has been entered into and becomes a binding and effective part of the Agreement with effect from the DPA Effective Date.

BOTTOMLINE TECHNOLOGIES LIMITED

Signature: _____
Paul Dharwar (Feb 18, 2021 13:20 GMT)

Signatory name: ___Paul Dharwar_____

Signatory title: ___Finance Director EMEA_____

Date: ___Feb 18, 2021_____

CUSTOMER NAME: _____

Signature: _____

Signatory name: _____

Signatory title: _____

Date: _____

Annex 1 Data Processing Details

This Annex 1 to the Data Processing Addendum includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Section 12.1 to populate Appendix 1 to the relevant Standard Contractual Clauses between Customer and Bottomline (subject always to Section 12.3).

Date of this version

18th February, 2021

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

Bottomline Transaction Services: Processing of various document formats for purposes stated in the Agreement.

Cheque Printing Services: Printing of cheques.

Financial Messaging Services: processing of SWIFT traffic, message transformation and reformatting, reconciliation services, sanction list screening, Bacs payments, Faster Payments, direct debits, cash management services and other services supporting the processing of payments, all as set out in the individual Agreement.

PTX Services: submission to Bacstel-IP and Secure-IP of payments and/or Direct Debit collections and/or document production, issue and/or storage.

Support for Software Deployed on Customer Premises: replication and resolution of support incidents.

The types of Customer Personal Data to be Processed

Bottomline Transaction Services: Data Subject name, address.

Cheque Printing Services: Data Subject name, bank account and sort code. Payment beneficiary name, bank account and sort code.

Financial Messaging Services:

Payment beneficiary details. These may include:

- First name, last name, maiden name and title.

- Company name and office address

- Private address

- IBAN, BIC, bank account numbers

- Text fields which could contain free format Personal Data

- Passport numbers, Social security numbers, Tax ID, Driving license number, Residence permit numbers of other ID numbers held in public registries.

- Date and place of birth.

Application user details. These may include

- Application user: first name, last name, email address and password (encrypted), department, employer.

PTX Services: Data Subject Name, Bank Account and Sort Code. Collection schedule, Data Subject address and optional notes where managing Direct Debit mandates.

Support for Software Deployed on Customer Premises: Customer end user and/or employee name, bank account, sort code

The categories of sensitive Personal Data

None.

The categories of Data Subject to whom the Customer Personal Data relates

Bottomline Transaction Services:

- Customer end users.

Cheque Printing:

- Customer end users and payment beneficiaries.

Financial Messaging Services:

- Payment beneficiaries
- Application users
- (Where such information is provided by Customer to Bottomline and not vice versa) individuals listed on sanction lists

PTX Services:

- Payment beneficiaries
- PTX application users

Support for Software Deployed on Customer Premises

- Payment beneficiaries
- Software application users

The obligations and rights of Customer

The rights and obligations of Customer are set out in the relevant Agreement and the Data Processing Addendum.

Subprocessor List

The Subprocessor List for the Relevant Service(s) is available on request from your Bottomline customer service representative.