

Bottomline Technologies SÀRL: Data Processing Addendum

THIS DATA PROCESSING ADDENDUM is entered into as of the DPA Effective Date by and between: (1) Bottomline Technologies SÀRL, a company incorporated and registered in Geneva, Switzerland whose registered office is at 53 Route de Malagnou, 1208 Geneva, Switzerland (“**Service Provider**”); 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 Service Provider pursuant to the Agreement.

IMPORTANT NOTES:

The Data Protection Laws mandate that the Processing of Customer Personal Data that Service Provider 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 and art. 10a of the FDPA or art. 9 of the revFDPA, as applicable).

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) “**Adequate Country**” means a country or territory outside the European Economic Area and/or Switzerland, as applicable, that the competent body has deemed to provide an adequate level of protection for Personal Data, such competent body being the European Commission under the GDPR and the Swiss Federal Council (*Bundesrat*) under the revFDPA, pursuant to a decision made in accordance with Article 45(1) of the GDPR or art. 16(1) of the revFDPA, as applicable.
- (b) “**Agreement**” means the agreement entered into by and between the Parties pursuant to which Service Provider agrees to provide, and Customer agrees to procure the Financial Messaging Services.
- (c) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Service Provider or any other party reasonably likely to receive or access that anonymised Personal Data.
- (d) “**Cessation Date**” has the meaning given in Section 10.1.
- (e) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of Service Provider on behalf of Customer under the Agreement.
- (f) “**Data Protection Laws**” means all applicable data protection laws, including the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and the Swiss Federal Data Protection Act (the “**FDPA**”), as amended or revised (the “**revFDPA**”), including all corresponding ordinances (if applicable). References to “**Articles**” or “**Chapters**” of the GDPR in this Data Processing Addendum shall be construed accordingly.
- (g) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with Data Protection Laws.
- (h) “**Data Subject**” means the identified or identifiable legal or natural person located in the European Economic Area to whom Customer Personal Data relates.

- (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) “**Hosting Services Provider**” means those third party(ies) listed in the then-current Subprocessor List as providing certain hosting services to Service Provider in connection with the Relevant Services.
- (l) “**Financial Messaging Services**” means Service Provider’s hosted financial transaction communication, reconciliation, security and compliance, data management and analysis services, known as “Financial Messaging”, together with any relevant services related thereto, as such are agreed to be provided by Service Provider under and in accordance with the Agreement (including any Order Agreements, Statements of Work or similar documents used to define the nature and scope of such services).
- (m) “**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 Service Provider’s Risk Committee following appropriate investigations, (ii) affects Customer Personal Data and (iii) which Service Provider is required to notify to Customer under Data Protection Laws.
- (n) “**Personnel**” means a person’s employees, agents, consultants or contractors.
- (o) “**Relevant Services**” means the relevant services agreed to be provided by Service Provider under and in accordance with the Agreement.
- (p) “**Restricted Country**” means a country or territory outside the European Economic Area and/or Switzerland, as applicable, that is not an Adequate Country.
- (q) “**Restricted Transfer**” means: (i) a transfer of Customer Personal Data from Customer to Service Provider in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from Service Provider 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 Data Protection Laws (such as Chapter V of the GDPR, art. 6 et seq. of the FDPA, art. 16 et seq. of the revFDPA, each as applicable).
- (r) “**Standard Contractual Clauses**” means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Controllers established inside the European Economic Area to Processors established in Restricted Countries.
- (s) “**Subprocessor**” means any third party appointed by or on behalf of Service Provider to Process Customer Personal Data.
- (t) “**Subprocessor List**” means the list of subprocessors (including those subprocessors’ locations) that are engaged in certain specified Processing activities on behalf of Service Provider from time-to-time in connection with its provision of the Relevant Services.

- 1.2. In this Data Processing Addendum, including the 'Important Notes' (above):
- (a) the terms, "**Controller**", "**Processor**", "**Personal Data**", "**Process**" (and its derivatives) and "**Supervisory Authority**" shall have the meaning ascribed to the corresponding terms in the Data Protection Laws; and
 - (b) unless otherwise defined in this Data Processing Addendum, all capitalised terms shall have the meaning given to them in the Agreement.

1.3. Customer warrants and represents that it is subject to and compliant with the territorial scope of the Data Protection Laws and that it holds the Service Provider harmless in case of breach thereof by the Customer.

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) 1st January 2022; **or**
 - (ii) the Effective Date of the Agreement (as defined therein); or
- (b) 1st January 2022, 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 1st January 2022) 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 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 Service Provider's Processing of Customer Personal Data.

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) Service Provider acts as a Processor; and
- (b) Customer acts as the Controller.

3.2. Service Provider shall not Process Customer Personal Data other than:

- (a) on Customer's instructions given within the terms of the Agreement or otherwise in writing from time to time (subject always to Section 3.7); and
- (b) as required by applicable laws.

3.3. To the extent permitted by applicable laws, Service Provider 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 Service Provider to Process Customer Personal Data as necessary:

- (a) to provide the Relevant Services to Customer; and
- (b) to perform Service Provider's obligations and exercise Service Provider's rights under the Agreement.

3.5. Annex 1 (*Data Processing Details*) sets out certain information regarding Service Provider's Processing of Customer Personal Data as required by Data Protection Laws.

3.6. Where Service Provider receives an instruction from Customer that, in its reasonable opinion, infringes the Data Protection Laws, Service Provider shall inform Customer.

3.7. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Service Provider 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 Service Provider under the Agreement.

3.8. Notwithstanding anything to the contrary herein, Service Provider may without liability to either party and with immediate effect terminate the Agreement in its entirety upon written notice to Customer if Service Provider 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).

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 where required under Data Protection Laws) for the Processing by Service Provider 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 Service Provider (and its Subprocessors) to Process Customer Personal Data as set out in and contemplated by this Data Processing Addendum and the Agreement.

4. BOTTOMLINE PERSONNEL

Service Provider shall take reasonable steps to ensure the reliability of any Service Provider 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 legal or natural persons, Service Provider shall in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, where applicable and as appropriate, the measures referred to in Article 32(1) of the GDPR, Article 7 DPA and/or Article 7 revFDPA.
- 5.2. In assessing the appropriate level of security measures taken by the Service Provider (which measures the Customer deems adequate), Service Provider 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 Service Provider to appoint Subprocessors in accordance with this Section 6.
- 6.2. Service Provider may continue to use those Subprocessors already engaged by Service Provider as at the DPA Effective Date, as such are shown in the Subprocessor List on such date as Processing Personal Data on Service Provider's behalf in connection with the Relevant Services (a copy of which is attached hereto as Annex 2).
- 6.3. Service Provider 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 Service Provider 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 Service Provider 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), Service Provider 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.

Where no changes referenced in Sections (a) or (b) can be made within the thirty (30) day period following Service Provider'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.

- 6.5. 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.

- 6.6. With respect to each Subprocessor, Service Provider 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 Service Provider 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, Service Provider shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer (at Customer's cost) in fulfilling its obligation to respond to Data Subject Requests.

- 7.2. Service Provider shall:

- (a) promptly notify Customer if Service Provider receives a Data Subject Request; and
- (b) ensure that Service Provider 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. Service Provider shall notify Customer without undue delay upon Service Provider 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 Service Provider's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

- (a) affected Data Subjects; and/or
- (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

8.2. Service Provider 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

9.1. Service Provider shall provide reasonable assistance to 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 Data Protection Laws, 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, Service Provider.

10. DELETION

10.1. Subject to Section 10.30, upon the date of cessation of the Relevant Services (the "**Cessation Date**"), Service Provider shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

10.4. Customer hereby instructs Service Provider to the fullest extent technically possible in the circumstances, promptly following the Cessation Date, to (at the Service Provider's option):

- (a) Delete; or
- (b) irreversibly render Anonymised Data,

all Customer Personal Data then within Service Provider's possession, unless Customer has instructed the Service Provider otherwise before Service Provider has taken the steps described in (a) and (b) above. In such case, Service Provider shall (at the Customer's cost) return a copy of Customer Personal Data to the Customer in a standard, interoperable format.

10.3. Service Provider and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that Service Provider 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 law requiring its storage and for no other purpose.

11. AUDIT RIGHTS

11.1. Service Provider shall make available to Customer on request such information as Service Provider (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Data Processing Addendum.

- 11.2. Subject to Sections 11.3 and 11.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Service Provider pursuant to Section 11.1 is not sufficient in the circumstances to demonstrate Service Provider's compliance with this Data Processing Addendum, Service Provider 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 Service Provider.
- 11.3. Customer shall give Service Provider reasonable notice of any audit or inspection to be conducted under Section 11.1 (which shall in no event be less than thirty (30) days' notice unless required by a Supervisory Authority pursuant to Section 11.4(f)(i)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Service Provider in respect of, any damage, injury or disruption to Service Provider's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Service Provider's other customers or the availability of Service Provider'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. Service Provider 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 Service Provider has not given its prior written approval (not to be unreasonably withheld);
 - (c) unless the auditor enters into a non-disclosure agreement with Service Provider on terms acceptable to Service Provider;
 - (d) where, and to the extent that, Service Provider considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Service Provider's other customers or the availability of Service Provider'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 Service Provider of the audit or inspection.
- 11.5. Save in respect of any audit or inspection conducted as a result of, and notified to Service Provider within the sixty (60) days immediately following, the parties' joint determination of Service Provider's material breach of this Data Processing Addendum, Customer shall bear any third party costs in connection with such inspection or audit and reimburse Service Provider for all costs incurred by Service Provider and time spent by Service Provider (at Service Provider'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 Service Provider's agreement with the applicable Hosting Services Provider (which relevant terms are available

on request in writing from the Service Provider subject to confidentiality undertakings) 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 Service Provider is permitted to do so under its agreement with the applicable Hosting Services Provider(s), Service Provider will deliver (or procure the delivery of):

- (a) Service Provider'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 Service Provider'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 Service Provider.

12. RESTRICTED TRANSFERS

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

- (a) Customer – as “data exporter”; and
- (b) Service Provider – 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 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 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 Service Provider 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.

- 12.4. Subject to Section 12.5 and Section 12.6, to the extent that Service Provider effects a Restricted Transfer to a Subprocessor, Service Provider 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 Service Provider and a Subprocessor described in Section 12.4, Customer acknowledges and agrees that Service Provider’s obligation to enter into the Standard Contractual Clauses as required by that Section 12.4 shall be satisfied by the inclusion of 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 Service Provider 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

- 13.4. Service Provider reserves the right to amend this Data Processing Addendum from time-to-time, 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.
- 13.4. In the event that there is a change in the Data Protection Laws that Service Provider considers (acting reasonably) would mean that Service Provider is no longer able to provide the Relevant Services in accordance with its obligations under Data Protection Laws and/or in accordance with the Customer’s processing instructions, Service Provider reserves the right to make such changes to the Relevant Services as it considers reasonably necessary to ensure that Service Provider is able to provide the Relevant Services in accordance with Data Protection Laws.
- 13.4. In the event that Customer (acting reasonably and in good faith) and having first been notified in writing, considers that any changes made either to the Relevant Services and/or this Data Processing Addendum pursuant to Section 13.4 or Section 13.4 (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 Service Provider to be served within thirty (30) days of Customer becoming aware of said changes.

14. ANONYMOUS DATA

Customer acknowledges and agrees that Service Provider shall be freely able to use and disclose Anonymised Data for Service Provider’s own business purposes without restriction.

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 Service Provider) 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 Service Provider.

- 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 Service Provider to Customer only, and Customer (and not Service Provider) shall be responsible for disseminating such notices to Customer Affiliates; and
 - (b) Service Provider’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, Service Provider’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 Service Provider and its Subprocessors may themselves be subject to certain legal or regulatory reporting or notification requirements. In the event that Service Provider’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 Service Provider or its Subprocessor(s) as Controllers, independently of the Customer, not as Customer’s (Sub)Processor(s).
- 16.2. Service Provider shall seek to ensure, and as between Customer and Service Provider 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.

<p>Signed for and on behalf of the Customer by its duly authorised representative</p> <p>Name:</p>
<p>Title:</p>
<p>Signature:</p>
<p>Date:</p>

<p>Signed for and on behalf of the Service Provider by its duly authorised representative</p> <p>Name: Daniel Bardini</p> <p>Name: Julien Canet</p>
<p>Title: MD</p> <p>Title: Director</p>
<p>Signature: <i>Daniel Bardini</i></p> <p>Signature: <small>Daniel Bardini (Dec 21, 2021 19:55 GMT+1)</small></p> <p>Signature: <i>Julien Canet</i></p> <p>Signature: <small>Julien Canet (Dec 21, 2021 19:08 GMT+1)</small></p>
<p>Date: Dec 21, 2021</p> <p>Date: Dec 21, 2021</p>

Bottomline Technologies Sarl

Last updated: 1st January 2022

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

1st January 2022

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

Processing of SWIFT traffic - SIC, euroSIC and SECOM, message transformation and reformatting, reconciliation services, sanction list screening, cash management services and other services supporting the processing of payments, all as set out in the individual Agreement.

The types of Customer Personal Data to be Processed

Payer and Payment beneficiary details. These may include:

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

The categories of sensitive Personal Data

None.

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

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

Annex 2 Subprocessors

Annex 2 The Subprocessor List for the Relevant Service(s) is available on request from your Bottomline customer service representative.