

Customer Licence Agreement - Software Subscription (on premise)

This Agreement shall apply to the Customer's purchase of Software licences from the Company's appointed partner. In the event of a conflict between this Agreement and any licence agreement supplied with the Software, then these terms and conditions ("Agreement") shall take precedence and shall apply to the exclusion of all oral representations and all other terms and conditions printed on any purchase order or other document(s) prepared by the Customer or the Partner (including the Order and any Partner terms referenced therein or attached thereto) irrespective of their date.

The parties agree that they have not relied upon any other representations, terms or conditions in entering into this Agreement. This Agreement may only be added to or amended by the Company.

This Agreement governs Software supplied by the Company pursuant to an Order. It sets out the generic terms and conditions under which the licence is granted. Specific details of the Customer's usage of the Software are detailed in an applicable Order, as these are expected to vary over time.

Appendix 1 hereto sets out the parameters applicable to the Software licensing, and Appendix 2 sets out relevant information and terms pertaining to Third Party Software embedded in the Products.

Definitions

In this Agreement, the following words and expressions shall have the following meanings:

"Back Up Copy" means a copy made of the Software as delivered (uninstalled or configured), for archive and/or back-up purposes.

"Company" means Bottomline Technologies Sàrl whose registered offices are at 53 Route de Malagnou, Geneva 1208, Switzerland.

"Concurrent Users" means the stated maximum number of individual users who are simultaneously accessing any or all of the licensed Software at any given point in time, irrespective as to whether or not any such user is actually using related Software resources.

"Customer" means the legal entity (i.e. registered company, or legally constituted public body or financial institution) specified in the Order.

"Customer Group Company(ies)" means any company belonging to the same group of companies to which the Customer belongs, where such company controls, is controlled by, or is under common control with the Customer (where "control" means having more than fifty percent (50%) voting securities in a company). For the avoidance of doubt joint ventures, partnerships and any other third parties are specifically excluded under this definition. "Guest Operating System" means instances of third-party operating systems licensed by Customer and installed in a Virtual Machine (or otherwise emulated) or hardware system(s) hosting the Software. Virtualisation technology may not be used to circumvent other licensing terms and conditions and related restrictions.

"Initial Term" means a period of three (3) years, or such other period where specified in an Order, commencing on last date of signature by a party to the initial Order.

"Named User" means a specific named individual registered on a single installed Software device, irrespective as to whether such user is logged on to, or actively accessing any or all of the licensed Software. A Named User license may not be shared by multiple users nor used concurrently with other Software devices.

"Non-Human Devices" means any device(s) (including but not limited to: virtual PCs, build servers and unattended PCs performing batch jobs) that utilise the Software without interaction. For the avoidance of doubt such Non-Human Devices shall be considered Named or Concurrent Users as applicable.

"Order" means the Partner document including any Partner terms referenced therein or attached thereto, issued pursuant to this Agreement which specifies the Subscription Services and any other Partner services and their associated fees being acquired by the Customer and any subsequent combination of the foregoing and their fees, as may be agreed between the parties from time to time.

"Partner" or "Distributor" means the Company's authorised and appointed distributor of the Subscription Services in the territory in which the Customer is domiciled.

"Renewal Term" means a one (1) year period following the Initial Term or another Renewal Term, as applicable.

"Security Monitoring Software" means Software which specifically enables the Customer to monitor and/or implement controls over security in connection with its infrastructure and systems, including without limitation user behaviour monitoring and payment fraud monitoring.

"Shipment Date" means the date when Customer or Partner as the case may be, has made the Software available for download by the Customer pursuant to an Order, or if the Software is physically delivered, on the date when it leave the Company or the Partner's premises as the case may be.

"Software" means the software products and modules that may be licensed on an annual subscription basis under this Agreement (or provided as part of a services engagement pursuant to this Agreement) for deployment on the Customer's premises and are specified in one or more Orders, including, but not limited to, any related application programming interfaces, associated media, printed materials, online or electronic documentation; and any Updates and Upgrades thereto.

"Server" means a single physical computer of a type that meets the specifications as set forth in the applicable product data sheets or computer hardware/Software systems compatibility guides published by the Company. Multiple computers that share processing power or operate in a networked configuration as a single logical computer, such as a "server farm" or similar arrangement, constitute multiple separate Servers for the purpose of this Agreement. A Virtual Machine or Guest Operating System shall be deemed to be a Server.

"Third Party Licensor" means any third party individual or legal entity who or which has granted the Company the right to market and sublicense its products to the Company's customers.

"Third Party Software" means any software for which the Company has been granted distribution rights by a Third Party Licensor in order to market and/or sublicense the Software to be used in conjunction with the Software pursuant to the Agreement.

"Virtual Machine" means an instance of a Guest Operating System and any application programs installed thereon, running on a computer on which the Software is installed, or suspended to disk or any other storage media accessible by the computing device. Virtualisation technology may not be used to circumvent other licensing terms and conditions and related restrictions.

1. Commencement and Term

This Agreement shall come in to force on the Effective Date. Subject to the provisions for termination in clause 11 of this Agreement, this Agreement shall remain in force for the Initial Term and thereafter be automatically renewed for successive periods of twelve (12) months (each a "Renewal Period"), subject to payment of the fees specified in the Order to the Partner.

2. Ownership

Customer acknowledges that the Software is licensed on a temporary subscription basis, is not sold and that all copyrights, patents, trade secrets and other rights, title and interest therein in whole or in part and all copies thereof, are the sole and exclusive property of the Company or its related entities or third party licensors. Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the non-exclusive right of use granted herein. Without limiting the foregoing, Customer specifically acknowledges Company's exclusive rights to ownership in any copy, modification, translation, enhancement, adaptation, or derivation of the Software.

3. Licence and Use

3.1 Subject to the terms and conditions contained in this Agreement and Customer's payment of applicable Software subscription fees under the Order, the Company hereby grants to the Customer a non-exclusive, non-transferable, revocable licence, without rights to sublicense, to use the Software for the purpose as set forth in the applicable documentation for so long as this Agreement remains in force; and according to the licence restrictions set forth in the related Order(s) and in accordance with this Clause 3. Customer acknowledges and agrees that the Software licensed under this Agreement shall only be accessed and used by the Customer.

3.1.1 Unless explicitly stated otherwise in the Order, the licence includes the right to install one Production License, one Disaster Recovery License and one Test License for the applicable Software products, and any additional copies shall incur an additional subscription fee.

3.1.2 The Customer may make up to three (3) Back Up Copies of the Software. Back Up Copies may not be utilised for live and/or Test purposes over and above the Software license(s) granted hereunder.

3.1.3 Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software, except only when and to the limited extent that applicable law expressly permits such activity, irrespective of the limitations contained herein.

3.1.4 The Software embeds Third Party Software as detailed in Appendix 2. In no circumstance shall the Company be obliged to grant or maintain additional rights beyond those the Company itself holds from the Third Party Licensor. The Customer shall comply with the Third Party Licensor's stipulations referenced in Appendix 2.

3.1.5 Upon request from the Company, the Customer shall permit the Company or its appointed partner, from time to time and at reasonable hours, to check or inspect the installations of the licensed software, to verify that the Customer is complying with the provisions stipulated in Appendices 1 and 2.

3.2 The Customer may use the Software to process on behalf of Customer Group Companies, but shall not permit access to or use of the Software by any Customer Group Company, affiliated legal entities or third parties.

3.3 Additional licence parameters dependent upon which Software product is licensed in accordance with the Company's then current price list and specified in an Order are as follows:

3.3.1 The specified number of Named Users.

3.3.2 The specified number of Concurrent users.

3.3.3 The specified quantity and unit of measure.

3.3.4 The right to use the Software is based on the applicable parameters specified in Appendix 1 hereto. The applicable volume level or band for each parameter shall be as specified in the Order ("Licensed Volumes"). The Customer shall inform the Company or its appointed partner of any usage of the Software in excess of the Licensed Volumes (for instance the defined number of messages per day has been exceeded), and the Company or its appointed partner shall be entitled to issue an amendment to the Order, and a corresponding invoice to revise the Licensed Volumes to cover the actual usage.

3.3.5 Where no specific licence parameter is specified in the Order then each Software subscription component shall be deemed licensed by the quantity Indicated therein.

3.4 **Production Licence ("Production")** means the Customer may only be used for live production use in the ordinary course of the Customer's business.

3.5 **Disaster Recovery Licence ("DR")** means the Software may only be used by the Customer to provide redundancy for the Customer's live or other environments, including but not limited to dedicated powered up, or non-powered up disaster recovery solutions. A Disaster Recovery Licence must be purchased for each separate Software environment used by the Customer to provide any form of disaster recovery; and may only be used in connection with Customer's day to day business in the event that the dedicated live, test or development Software environment becomes unavailable.

3.6 **Test Licence ("Test")** means the Software may only be used for test, development or pre-production purposes and may not be used in connection with Customer's day to day business as a live Software environment, for disaster recovery, or other purposes. A Test Software licence must be purchased for each separate Software installation which may be used by the Customer to provide any form of test, development or pre-production environment.

3.7 Unless expressly stated otherwise in the Order, the Customer is responsible for procuring, supporting and maintaining all Third Party Software which is not embedded in the Software, including without limitation, the database software, specified in the documentation supplied with the Software.

3.8 The Software and applicable modules for which the licence is granted are detailed in the Order. The Customer shall inform the Company or its appointed Partner in the case of a requirement to use a new Software module. Once the Company or its appointed Partner, as the case may be, and the Customer have agreed the pricing, it shall then issue an Order to cover the new Software module.

4. Warranty

4.1 The Company warrants that in accordance with this Agreement:

4.1.1 it has title to the Software and has the right to grant the Software licence(s) purchased by the Customer; and

4.1.2 the Software supplied materially conforms to and, will operate in all material respects in accordance with its standard specification for a period of 90 days from its Shipment Date.

- 4.2 The Customer's sole and exclusive remedy in the event of breach of the above warranties in clause 4.1.2 is the correction of any failure by the Company to comply with such warranty provisions. Correction may comprise, at the Company's sole discretion replacing, repairing or adjusting the Software without charge to the Customer or refunding of any relevant portion of paid fees via the Partner. All remedies for any breach of the warranty provisions are available only if such breach is reported to Company in writing within ninety (90) days of shipment of the defective Software.
- 4.3 The Company shall prior to shipment use reasonable endeavours in accordance with good industry practice to deploy and update industry standard anti-virus and malware applications to detect the introduction of known computer viruses or other program codes which are likely to damage the Software or Customer systems. The Company shall notify the Customer promptly in the event that the Company becomes aware of a known computer virus or other program code or any other system or technology issue which may negatively affect the operation of the Software or the Professional Services.
- 4.4 Except as expressly provided in this Agreement all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, oral or written statements of the Company or its third-party licensors or otherwise (including, without limitation, any warranties of merchantability, fitness for particular purpose, or of error-free and uninterrupted use) are hereby superseded, excluded and disclaimed to the fullest extent permitted by law.
- 4.5 The warranties given by the Company in clauses 4.1, 4.2, 4.3 and 4.4 above are made only to the Customer and the Company will have no liability to any third party with respect to the Software, the Software Support and/or the Professional Services as a result of such warranties. Except as provided in this clause 4, the Company does not warrant that Security Monitoring Software will correctly detect and/or identify all security threats. The foregoing disclaimers will apply even if any warranty provided under this Agreement fails of its essential purpose.

5. Pre-requisites

- 5.1. The Customer shall comply with all prerequisites notified to it from time to time in respect of the Software, including without limitation, supported versions of hardware, operating system and database management software, and neither the Partner nor the Company shall not be obliged to provide support and maintenance for any Customer environment where such prerequisites are not in place.
- 5.2. The Customer shall not export the Software outside of the country to which the Software is delivered as specified on the Order without the Company's prior written permission. The Customer will indemnify and hold the Company harmless from any cost or liability arising from the Customer's breach of its obligation under this Clause 5.2.
- 5.3. **Major Technology Changes.** In case of a major evolution or a material technology change (e.g. new communication protocol, new operating system), the Company reserves the right, at its sole discretion, to launch a new Update of the Software which shall be available subject to a Partner Order with an updated Software subscription fee.

6. Limits of Liability

- 6.1 Notwithstanding any other provisions in this Agreement the Company's liability to the Customer for death or injury resulting from the Company's negligence or the negligence of its employees, agents or sub-contractors shall not be limited.
- 6.2 Subject to Clause 6.3 the Company's maximum aggregate liability for all breaches of its contractual obligations or any tortious act or omission shall be limited to the total amount paid by Customer for Software licences hereunder as at the date of any related claim.
- 6.3 In no event shall the Company have any liability:
- 6.3.1 for loss of profits, goodwill, business interruption, delay or failure in provision of services, or any type of special, indirect, consequential or incidental loss or damages (including loss or damage suffered by the Customer as a result of any action brought by a third party even if the Company has been advised of the possibility of such damages); and
 - 6.3.2 (including breach of warranty) which arises solely as a result of the misuse of the Software supplied hereunder, or use thereof in combination with any equipment and/or software not approved by the Company or as a result solely of any defect or error in any equipment and/or software not supplied by the Company; and
 - 6.3.3 for any illegal or unauthorised access to or release of any Customer data from any device whatsoever connecting to the Software, including, but not limited to, any access or release of such data arising from the accessing of any Customer login credentials and/or login to Customer account(s) by malware, viruses, or worms, for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.
 - 6.3.4 unless the Customer shall have served notice in writing of any facts which may give rise to a claim against the Company hereunder within six years of the date it either became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become so aware.
- 6.4 The Customer acknowledges and agrees that in connection with any Security Monitoring Software licence:
- 6.4.1 effective security threat detection and management are dependent on a multi-layered, multi-faceted combination of software and hardware components, deployed and managed in accordance with appropriate policies and procedures consistently applied. No individual element in such a system, including the Security Monitoring Software, is alone sufficient to detect and prevent all security threats.
 - 6.4.2 the Security Monitoring Software have or will have been, prior to production use, reviewed and tested by the Customer and meet the Customer's business and operational needs; and
 - 6.4.3 the allocation of liability set forth in this Agreement fairly reflects the economic circumstances and risks that the parties are willing to undertake in view of the amounts paid or payable for the Security Monitoring Software specified herein.
 - 6.4.4 it shall be solely responsible for any use of the Security Monitoring Software, including any data and other output generated therefrom, and for verifying any data or output resulting from use of the Security Monitoring Software. Customer acknowledges that the quality of such data and output and the result of using the Security Monitoring Services are dependent on the data used by the Customer. The Customer further acknowledges and agrees that the Security Monitoring Services do not provide advice or recommendations for correct action, but rather solely generate output directly reflecting the data used by the Customer or arising from the Customer's use of the Security Monitoring Software.

7. Third Party Intellectual Property Infringement

- 7.1 The Company agrees to defend the Customer against all costs, claims, liabilities and expenses incurred by the Customer and which are finally determined to have been caused by any claim that any Software licensed to Customer under this Agreement infringes any patent or copyright recognised by one of the signatories to the Berne Convention including but not limited to paying for any settlement, or any damages finally awarded in any such claim or suit against the Customer ("Losses"), and subject to the Customer using its reasonable endeavours to mitigate such Losses.

- 7.2 Company's obligations under this Clause 11 shall not be effective unless the Customer notifies Company in writing of any claim or threatened or actual suit and Customer gives full control of the defence and settlement at the Company's own expense, along with Customer's commercially reasonable co-operation, to Company.
- 7.3 Company may, at its own expense: (i) procure for Customer the right to continue to use the licensed Software; (ii) make the licensed Software non-infringing; or (iii) where the options under (i) and (ii) are not available to the company on commercially reasonable terms, terminate the Software licences and via the Partner refund the applicable licence fee (subject to three-year straight line depreciation) received from Customer.
- 7.4 Company shall have no liability for any claim based on: (i) Customer's continued use after written notification, of a non-current release of the applicable licensed Software so long as a current release was made available to Customer without additional charge (subject to having purchased current Software Support); (ii) Customer's use of the licensed Software other than in accordance with the rights granted under this Agreement; (iii) Customer's combination of the licensed Software with any other equipment or software not provided by Company, where such infringement would not have occurred but for such combination; or (iv) intellectual property rights owned by Customer or any of its affiliates.
- 7.5 This Clause 11 states Customer's sole remedy and Company's exclusive liability in the event that Customer's use of any Software provided under this Agreement infringes the intellectual property rights of any third party.
- 7.6 The indemnity provisions of this Clause 11 specifically do not apply to third party software (e.g. software which may be provided to the Customer by the Company wherein the Company is operating as a distributor for the third-party licensor of such software) and the Customer shall instead benefit from any intellectual property indemnity that may be provided by the third-party licensor, to the Company. Company warrants that to the best of its knowledge, the Customer's use of third party software, if any, that it supplies in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

8. Alterations

The Customer hereby undertakes not to alter or modify the whole or any part of any Software supplied hereunder nor, without the prior written consent of the Company, to permit the whole or any part of the Software supplied hereunder to be combined with or become incorporated in any other software.

9. Company Intellectual Property

Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to the Company (or its third-party licensors), and that the presence of copyright notices on the medium containing the Software or in the Software itself, or not, does not constitute publication or otherwise impair the confidential nature thereof.

Customer shall implement all reasonable measures necessary to safeguard the Company's (and its third party licensors) ownership of, and the confidentiality of the Software, including, without limitation: (a) allowing its employees, agents and third parties access to the Software only to the extent necessary to permit the performance of their ordinary services to the Customer and to require, as a condition to such access, that such persons comply with the provisions of this Clause 13; (b) cooperating with the Company (and its third party licensors, if appropriate) in the enforcement of such compliance by Customer's employees, agents and third parties; (c) prohibiting the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (d) prohibiting the copying of the Software except as permitted pursuant to this Agreement; and (e) not disclosing the Software to any third party other than to the limited extent permitted under this Agreement. Notwithstanding the foregoing, the Customer agrees not to disclose the Software (without the Company's prior written consent) to any service bureau or other third party whose primary function shall be to provide the Customer with hosting and/or day-to-day management and support responsibility for the Software. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to the Company (and/or its third-party licensors). Customer acknowledges that no remedy available in law may be sufficient in the event of a material breach of this Agreement by the Customer, its agents, employees, sub-contractors or third parties, or Customer Group Companies in respect of the confidentiality of the Company's intellectual property.

10. Confidentiality

Each party shall treat as confidential information all information (including Software and the terms of the Agreement) obtained from the other pursuant to the contract between them and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Agreement (and not subject to any confidentiality undertakings), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this condition and ensure that it is observed and performed by them.

11. Term and Termination

11.1 Without prejudice to any other remedies which the parties may otherwise have under this Agreement:

11.1.1 the Partner and the Customer shall each be entitled to terminate this Agreement and the Subscription Services by written notice to the other in accordance with the Customer's contract with the Partner. The Partner must promptly inform the Company when this Agreement is terminated.

11.2 Without prejudice to any other remedies which the parties may otherwise have under this Agreement either party shall be entitled to terminate this Agreement by written notice to the other as follows:

11.2.1 by immediate notice if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if a receiver or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if notice of intention to appoint an administrator of the other party is given by any person or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise then for the purpose of an amalgamation or reconstruction);

11.2.2 by immediate notice if the other commits a breach of any term of this Agreement and fails to remedy such breach within thirty (30) calendar days after receiving notice from the other party requiring it to do so;

11.3 Without prejudice to any other remedies which the Company may have under this Agreement or at law, the Company shall be entitled to suspend the provision of the Subscription Services or to terminate this Agreement forthwith on written notice to the Customer in the event that the Customer has been or is in breach of any applicable law or regulation or in the event that the Company is required to do so by any law, regulation or regulatory body. Notwithstanding any other term of this Agreement, the Company may terminate without notice, or indefinitely suspend, this Agreement or any contractual provision herein as required to fulfil its obligations to comply with sanctions regulations.

11.4 The termination of this Agreement, for whatever reason, shall not affect the rights of either of the parties:

11.4.1 that may have accrued before the termination of this Agreement; or

11.4.2 which expressly or by their nature are intended to survive the termination of this Agreement.

12. Assignment

The Customer shall not be entitled to assign, sub-licence or otherwise transfer the rights and obligations granted hereunder, or under the Agreement, whether in whole or in part unless otherwise agreed in writing by a duly authorised representative of the Company. The Company shall be entitled to sub-contract any Professional Services work relating to any Order provided that such work is performed in accordance with the terms of this Agreement and the Customer is provided with prior written notice.

13. Force Majeure

With the exception of payment of outstanding invoices, neither Party shall be responsible for any delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to: an act of God; an act of war; civil unrest; terrorism; riot; epidemic/pandemic; fire; explosion or accidental damage; extreme weather conditions (including but not limited to: flood, storm, or other disaster); an act of government; and industrial action or lockouts. In the event of such a Force Majeure event, the time for performance or cure shall be extended for a period equal to the greater of the duration of the Force Majeure or three (3) months. The party claiming to be prevented, hindered or delayed in the performance of any of its obligations under the Agreement by reason of a Force Majeure event shall use all reasonable commercial endeavours to mitigate against the effects and consequences of the Force Majeure event. The affected party shall resume performance of its obligations under the Agreement immediately upon the end of the Force Majeure event. Where no performance or cure is possible after the three (3) month period has elapsed, and in the reasonable view of the parties will not be forthcoming or possible within a further one (1) month from that date, the party not affected by the Force Majeure event may decide to terminate the Agreement on service of written notice upon the party so prevented, hindered or delayed, in which case no party shall have any liability or obligation to the other under the Agreement other than the payment of monies due.

14. Notices

Any notice or other communication to be given under this Agreement must be in writing and may be delivered or sent by e-mail to an officer of either party and/or by registered or recorded letter post to either Party at its registered address. Any notice or document shall be deemed served: if delivered electronically by e-mail at the time of delivery; and when posted on signed receipt.

15. Invalidity

The invalidity, illegibility or unenforceability of any provision shall not affect any other part of this Agreement.

16. Third Party Rights

Other than the rights granted to Oracle Corporation under Appendix 2 hereto, a person who is not a party to this Agreement shall have no right to enforce any term of this Agreement (including Customer Group Companies, aside from any rights that they may have to use the Software pursuant to the Customer's licence grant hereunder). This condition shall not affect any right or remedy of any person which exists or is available otherwise in law.

17. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Swiss law (without its conflicts of law principles) and the parties hereto agree to submit to the exclusive jurisdiction of the ordinary courts of the canton of Geneva.

APPENDIX 1
Licensing Parameters

A1 Volumetric Bands

The table below shows the available volumetric bands for each of the GTSuite products.

GTExchange			GTMatch		GTFrame		GTData	
Band	Daily Av. (FIN msgs)	Daily Av. (FileAct Mb)	Band	Daily Av. (Entries)	Band	Daily Av. (Txns)	Band	Instruments
			Lite 1	≤250				
			Lite 2	≤500				
Entry A	≤200	≤1	Entry A	≤1,000	Entry A	≤500	Entry A	≤1,500
Entry B	≤500	≤2	Entry B	≤5,000				
Access C	≤1,500		Access C	≤10,000				
Access D	≤3,000	≤5	Access D	≤20,000	Access B	≤5,000	Access B	≤15,000
Access E	≤5,000							
High Access F	≤10,000	≤10	High Access F	≤50,000	High Access C	≤40,000	High Access C	≤30,000
High Access G	≤40,000	≤25	High Access G	≤200,000			High Access D	≤50,000
Gateway H	≤100,000	≤40	Gateway H	≤1,000,000	Gateway D	≤100,000		

A2 Applicable Average Volume Calculation

The applicable tier is calculated based on the average daily volume, as follows :

GTExchange (GTX)

Message based networks (e.g. FIN, SIC, SECOM, INTERACT etc.)

The daily average volume of messages is calculated by dividing the total number of messages processed by GTX (IN and OUT) over a one calendar month period by 20. Technical acknowledgments (ACK / NAK) are not counted.

Example: If there is a volume of inbound / outbound messages of 22,500 / month - the applicable average volume is $22,500 / 20 = 1,125$ msg / day.

File based networks (i.e. FileAct)

The average daily volume transmitted / received through FileAct is equal to the total volume in MBytes over a calendar month divided by 20.

Example: If there is a total traffic of 20 MBytes in the month, the average daily volume is 1 Mbyte / day. The FileAct volume is identified by the SWIFT bill sent to the customer (billing volume exchanged through SWIFTNet in MBytes).

GT Match (GTM)

The daily average volume of entries is calculated by dividing the total number of entries (both internal and external) processed by GTM over a one calendar month period by 30.

Example: If, over one month, the number of internal entries (originated by the Customer) is 20,000, and the number of external entries (originated by the counterparty) is 25,000, the average number of entries per day is $(25,000 + 20,000) / 30 = 1,500$ entries per day.

GTData (GTD)

Instruments:

The number of instruments is defined as the maximum number of active instruments in the GTD system.

Example: If a customer has 55,000 instruments in the data base, but only has 3,500 active instruments, the applicable volume is 3,500.

Entity:

An Entity is a legal entity that is using GTD information directly and belongs (> 50% of the shares) to the Customer.

GTFrame (GTF)

The daily average volume of transactions is calculated by dividing the total number of transactions (IN and OUT) over a one calendar month period by 20.

Example: If there is a volume of inbound / outbound transactions of 27,000 / month - the applicable average volume is $27,000 / 20 = 1,350$ transactions / day.

APPENDIX 2
Third Party Software
Oracle ESL

Oracle Corporation – Licensing Requirements

If the Customer is purchasing Oracle Third Party Software embedded in the GTSuite product from the Company or its appointed partner pursuant to an Order, then the Oracle ESL Terms and Condition below will apply to all such embedded Oracle Third Party Software. In the terms and conditions below, the Customer is referred to as "End User", and this Agreement between the Company and the Customer is referred to as the "End User Licence Agreement". The "ESL Agreement" referred to below is an ESL Agreement between the Company and Oracle Corporation.

If the Customer is purchasing any Oracle software which is not embedded in the GTSuite product from the Company ("Non-Embedded Oracle Software"), and will be used to inter-operate with the Software, then the Customer shall install a version which is fully certified and supported by the Company as set out in writing for each applicable product in the Company's then current product documentation, and the Customer shall be fully responsible for all aspects of the maintenance and support of the Non-Embedded Oracle Software. In this case, the Customer shall comply with the applicable Oracle licence agreement, and the ESL terms and conditions set out below shall not apply to the Non-Embedded Oracle Software (but shall apply to any embedded Oracle Third Party Software).

Oracle ESL

Oracle Embedded Software Licensing (ESL) offers a licensing structure that enables authorised partners to embed Oracle technology into their own solution and sell the resulting product to their customers as a seamless bundle. The End User may only use the embedded Oracle technology in conjunction with the applicable GTSuite application(s) or product(s), and the technology may not be used with more than one application or device. The End User should not have direct access to the Oracle technology; this being only available through the partner's software. There is no restriction regarding CPU, Core, Systems or users. ESL specific terms and conditions are detailed below.

Oracle Embedded Software Licensing (ESL) offers a unique licensing structure that enables the Company to embed Oracle technology into its own solution and sell the resulting product to its customers as a seamless bundle. The below table details which variants of GTSuite products are licensed under the ESL arrangement. Where the ESL versions of Oracle products are supplied, the End User may use the embedded Oracle technology only in conjunction with the applicable GTSuite Products set out in the Order, and the technology may not be used with more than one application or device. In this case, the End User cannot have direct access to the Oracle technology; this being only available through the Company's software. There is no restriction regarding CPU, Core, Systems or users. ESL specific terms and conditions are detailed below.

For the avoidance of doubt, the Company also sells GTSuite products outside the ESL arrangement. In this case, the End User is responsible for provisioning its own Oracle software licences, where these are not included under the ESL arrangement. The ESL specific terms and conditions only apply to the embedded Oracle technology components for each GTSuite product supplied to the End User pursuant to an Order, as stated in the following table.

GTSuite product	Oracle product(s) supplied under ESL arrangement	Comment
GTData	Database Enterprise Edition Partitioning, Real Application Clusters (RAC) Active Dataguard Weblogic Server Enterprise Edition	
GTData-w	None	In this case, the End User must buy its own full usage Oracle Database and Weblogic application server licences.
GTEExchange	Tuxedo Database Enterprise Edition Partitioning Real Application Clusters (RAC) Active Dataguard	In this case, the End User must buy its own full usage Weblogic (or equivalent) application server licences.
GTEExchange-w	Tuxedo	In this case, the End User must buy its own full usage Oracle Database and Weblogic (or equivalent) application server licences.
GTEExchange-x	Tuxedo Database Enterprise Edition Partitioning Real Application Clusters (RAC), Active Dataguard Weblogic Server Enterprise Edition.	
GTFrame	None	No database required
GTMatch	Database Enterprise Edition Partioning Real Application Clusters (RAC) Active Dataguard.	
GTMatch-w	None	In this case the End User must buy its own full usage Oracle Database licences.

The Oracle software products referenced in the above table are briefly described below.

Oracle Data base

Oracle ESL Product	Description
Oracle Database Enterprise Edition	Oracle Database Enterprise Edition is database management software capable of running on a choice of clustered or single-servers running Windows, Linux, and UNIX. Database Enterprise Edition comes with a wide range of options to extend the database with additional functions (i.e. partitioning, RAC, Active Data Guard).
Partitioning	Oracle Partitioning enhances the data management environment for On Line Transaction Processing (OLTP), data marts, and data warehouse applications. It permits large tables to be broken into individually managed smaller pieces, while retaining a single application level view of the data.
Real Application Cluster	Oracle Real Application Clusters (RAC) allows access to a single database from multiple servers on a cluster, insulating both applications and database users from server failures.
Active Data Guard	Oracle Active Data Guard enables read-only access to a physical standby database for queries, sorting, reporting, web-based access, etc., while continuously applying changes received from the production database.

Oracle Weblogic Application Server

Oracle Weblogic	Description
Weblogic	Oracle Weblogic is a JEE Application Server

Oracle TUXEDO

Oracle ESL Product	Description
Tuxedo	Oracle Tuxedo is a key component of Oracle Fusion Middleware and Application Grid and provides a robust, grid enabled platform for developing scalable enterprise applications.

Upgrades and support

The version of Third Party Software certified and distributed by the Company is specified in the applicable Company product documentation. All upgrades are certified and distributed by the Company. The End User shall not upgrade the database or other Oracle technology as a separate component.

The Company provides frontline support for customer service of Third Party Software. Only the Company has access to Oracle Technical Support on behalf of the End User.

Oracle ESL Terms and Conditions

- (1) The embedded Oracle program(s) may be only used by the legal entity who is the End User of the Company's product.
- (2) The use of Oracle ESL programs is restricted to the scope of the application package and to the internal business operations of the End User.
- (3) End Users may permit agents or contractors (including, without limitation, outsourcers) to use the application package on the applicable End User's behalf for the End User's internal business operations as described above, subject to the terms of the End User Licence Agreement. For an application package that includes programs that are specifically designed to facilitate interactions between the End User and the End User's customers and suppliers, the End User may permit its customers and suppliers to use the application package in furtherance of such interactions subject to the End User Licence Agreement. The End User shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and for compliance with the End User Licence Agreement.
- (4) Oracle retains all ownership and intellectual property rights to the programs listed above.
- (5) The End User shall not access the Oracle programs directly.
- (6) Transfer of programs: (a) the transfer of programs is prohibited except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device; (b) the End User is prohibited from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the End User grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
- (7) The use of the programs: (a) the use of the programs is prohibited for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights is forbidden; (c) the End User is prohibited from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted End User Licence Agreement); and (d) the title of the programs shall not be passed to the End User or any other party.
- (8) Reverse engineering is prohibited (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) is equally forbidden. Duplication of the programs is also prohibited except for a sufficient number of copies of each program for the End User's licensed use and one copy of each program media.

- (9) Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
- (10) The End User shall, at the termination of the agreement, to discontinue use and destroy or return to the Company all copies of the programs and documentation.
- (11) The publication of any results of benchmark test run on the programs is prohibited.
- (12) The End User shall fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- (13) The End User may not require Oracle to perform any obligations or incur any liability not previously agreed between the Company and Oracle.
- (14) The End User shall permit the Company or Oracle to audit the End User's use of the programs, and the End User shall provide reasonable assistance and access to information in the course of such audit, free of charge.
- (15) The Company hereby designates Oracle as a third party beneficiary of the End User License Agreement.
- (16) The Uniform Computer Transaction Act shall not apply to the use of the programs pursuant to this Software Licence Agreement.
- (17) The End User acknowledges that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the End User Licence Agreement.
- (18) The End User acknowledges that third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by us, and that such third part technology is licensed to the End User only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by us and not under the terms of the End User License Agreement.
- (19) Notwithstanding the terms mentioned in (7) above, the End User may use the application packages to provide internet hosting services to its customers if such usage is expressly allowed under the End User Licence Agreement. End Users are allowed to provide access to the application for their customers' business operations and/or to provide services to customers using the hosted application, provided that all such use shall be subject to the terms of the End User License Agreement. The End Users are not allowed to resell or assign their application package licenses to their customers and are prohibited from providing access to their customers to any Oracle programs except through usage of the application package. The End Users are financially responsible to Oracle for all damages or losses resulting from the End Users' and their customers' breach of these terms.