

PartnerSelect™ Terms of Service

Please read this PartnerSelect™ Terms of Service Agreement ("Agreement") carefully. By accessing and/or using Bottomline's PartnerSelect web based service ("Service"), you and the entity you represent accept the terms of this legal and binding Agreement and are consenting to be bound the terms of this Agreement.

By clicking "I AGREE", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT AND NOT IN AN INDIVIDUAL CAPACITY, THEN THE TERM "YOU" OR "YOUR" INCLUDES YOUR EMPLOYER, AND YOU WARRANT AND REPRESENT TO BOTTOMLINE THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S BEHALF.

This Agreement describes the terms upon which Bottomline Technologies (de) Inc., located at 325 Corporate Drive, Portsmouth, New Hampshire 03801 ("Bottomline", "we", "us" or "our") makes the PartnerSelect Service available to you ("you", "your"). If you require assistance or further information about PartnerSelect or this Agreement, please contact Bottomline at partnersupport@Bottomline.com.

Limited License to Use the Service. Subject to your compliance with the terms and conditions of this Agreement, including payments of any required Fees, Bottomline grants you a limited, non-exclusive, non-transferable license ("License") during your Subscription Period to access and utilize the Service. Your License is subject to the guidelines, policies and procedures adopted by Bottomline from time to time, and does not grant you any right to: (i) access and/or utilize the Service on behalf of any other person or entity; or (ii) disclose or make the Service available to any other person or entity. All rights in and to the Service, including, without limitation, all inventions, modifications, and advances (whether or not patentable or patented), copyrights, trade secrets embodied therein and any materials a part of or accompanying the Service are and remain owned by Bottomline and are protected by copyright laws and international treaty provisions.

Your Duties and Responsibilities. You shall be responsible for all of your own costs associated with accessing and using the Service, including without limitation, complying with Bottomline's technical requirements and obtaining and maintaining all necessary computer hardware, software, and telecommunications links necessary to use the Service via the Internet. You agree to comply with all applicable laws, statutes, ordinances and regulations regarding use of the Service including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. You agree that you will use the Service in a professional manner and provide truthful and accurate information to the Services and keep it updated. You also agree not to (i) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service; (ii) decompile, disassemble or otherwise reverse engineer the Service or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Service or any portion thereof; (iii) modify, translate or create any derivative works based upon the Service or any portion thereof; (iv) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Service, in whole or in part, to any third party or (v) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Service or Documentation. You are solely responsible for protecting Your passwords needed to access the Service, and may not disclose or share Your passwords to or with any third party (or use any third party's passwords) for any purpose not authorized by this Agreement.

Subscription Term and Termination. Your subscription to the Service shall commence upon your payment of the required Fees and shall continue in effect for a period of twelve (12) months ("Subscription Period"). Thereafter (and contingent upon Your payment of the required Fees), the Subscription Period shall automatically renew for subsequent twelve (12) month periods unless either party provides the other with a termination notice at least 30 days in advance of the expiration of the then current Subscription Period. In addition, either party may terminate the Subscription Period upon written notice in the event of a material breach of the Agreement that remains uncured for a period of 30 days from receipt of notice thereof. Without limiting any other remedies, Bottomline's remedies for your breach of this Agreement, including failure to pay any required Fees, shall include, but not be limited to, the right to suspend or terminate Your access to and use of the Service. Termination of a PartnerSelect membership, by either the Participant or Bottomline must be in accordance with this Section. Any termination of a membership, whether for convenience, by either party or a material breach of the Participant, the Participant will not receive a refund for any monies paid.

Fees, Payment Terms and Taxes. In consideration for your use of the Service, You agree to pay Bottomline the applicable annual subscription, renewal, transaction and/or usage fees ("Fees") described on your registration page of the PartnerSelect website or in a separate written communication between you and Bottomline, including related

taxes. The annual subscription fee is payable when you register for the Service online, and thereafter, annually, on an anniversary date basis. Usage fees are payable on an "as incurred" basis. You must pay us for applicable Fees and taxes unless You cancel the Service in accordance with the "Subscription Term and Termination" Section above, in which case any fees paid through the end of the applicable Subscription Period will not be prorated and any usage fees will continue to payable as incurred through the end of the applicable Subscription Period. We reserve the right to increase the Fees on an annual basis and shall provide a sixty (60) day notice, prior to any increases going into effect. Taxes are calculated based on the billing information that you provide us at the time of purchase. Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates). Payment of these fees are facilitated through PayPal Pro. Bottomline does not collect credit card information from you at any time and by submitting your credit card information, you agree that it is subject to the PayPal Privacy Policy located here, <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>

PartnerSelect offers two options for Payment of Fees. During the registration process online, you may opt to be billed and receive an Invoice for the Fees incurred for the services or you may opt to pay by credit card upon completing the registration process. Subsequent Fees incurred, whether transaction, usage or renewal fees will be billed via an Invoice. Payment of all invoices regardless of the payment method chosen are due thirty (30) days from the Invoice Date. Payment by check or credit card are accepted as approved methods of payment. All credit card payments can be made via the PartnerSelect website. Invoices for renewals will be sent a minimum of forty-five (45) days prior to the renewal date and are due in accordance with the terms stated herein. All renewals must be paid in full, a minimum of fifteen (15) days prior to the current Subscription Period ending to ensure no disruption in the Services. Late payments or failure to pay any Invoice for Fees, including but not limited to subscription fees, renewal fees, transaction and/or usage fees may result in suspension or termination of your services and such failure is considered to be a material breach of this Agreement.

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

THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BOTTOMLINE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. IN NO EVENT SHALL BOTTOMLINE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, COST OF REPLACEMENT OR CORRECTION SERVICES, OR ANY CLAIM OR DEMAND AGAINST YOU BY ANOTHER PARTY, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICES RELATED THERETO, EVEN IF BOTTOMLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTTOMLINE'S LIABILITY UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ITS INDEMNITY AND WARRANTY PROVISIONS) SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU WITHIN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO BOTTOMLINE'S LIABILITY. THESE LIMITATIONS ON LIABILITY ARE MATERIAL CONDITIONS OF BOTTOMLINE'S GRANTING YOU ACCESS TO THE SERVICE.

Confidentiality and Non-Disclosure. "Confidential Information" means any and all information, documentation and material disclosed by the one party ("Discloser") to the other party ("Recipient") (whether in writing, or in oral, graphic, electronic or any other form) that is marked in writing as (or provided under circumstances reasonably indicating it is) confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure. Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees, agents and consultants who need to know such information and who are bound by restrictions regarding disclosure and use

of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information and materials (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. For avoidance of doubt, the existence of this Agreement between You and Bottomline, its terms and conditions and related Fees shall be considered "Confidential Information" as that term is herein defined. Notwithstanding the foregoing, the restrictions on disclosure and use set forth in this Section shall not apply with respect to, disclosures: (a) that Recipient is legally compelled to make, provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser reasonable advance notice of any such disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (b) that are known by Recipient or publicly available at the time of disclosure by Discloser to Recipient through no breach of this Agreement by Recipient; (c) that become publicly available after disclosure by Discloser to Recipient through no breach of this Agreement by Recipient; (d) that are hereafter rightfully furnished to Recipient by a third party without restriction as to use or disclosure; (e) that consist of information independently developed by Recipient; or (f) that are disclosed with the prior written consent of Discloser; or in accordance with this Section.

Data, Content and Other Information.

As between You and Bottomline, You (and the members of Your firm) own the content and information that you submit or post to the Services ("Your Data") and You are granting Bottomline a non-exclusive, worldwide, transferable and sub licensable license and right in connection with the provision of the Service to access, use, copy, modify, distribute, publish, store and process Your Data without any further consent, notice and/or compensation to You or others. Notwithstanding anything to the contrary in this Agreement, Bottomline may (i) compile statistical and other information related to the performance, operation and use of the Service, Your Data, and other transaction and usage data, and (ii) use data from the Service, Your Data, and other transaction and usage data in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Data Analyses"). Bottomline may make Data Analyses publicly available; however, such Data Analyses will anonymize your identity and the identity of your clients and shall not incorporate Your Data or other Confidential Information in a form that could serve to identify you or your clients. Bottomline retains all intellectual property rights in Data Analyses.

For avoidance of any doubt, Bottomline will not disclose any attorney-client, attorney work product, or personally identifiable information to any third party. You understand and acknowledge that your law firm profile and your individual attorney profiles will be accessible to all other registered users of the Service. You agree to only provide content or information that does not violate applicable law, the intellectual property and/or privacy rights of a third party, or breach a contract or other agreement relating to such content. You also agree that your profile information will be truthful and be kept accurate. Bottomline may be required by law to remove certain information or content in certain countries. When you see or use others' content and information posted on the Service, it is at your own risk. By using the Service, You may encounter content or information that might be inaccurate, incomplete, delayed, or misleading. The accuracy, completeness, or currency of the content posted to the Services is not warranted or guaranteed by Bottomline. Bottomline has no obligation to monitor or screen Your Data (or that of any other users); however, Bottomline reserves the right, in its reasonable discretion, to monitor, screen, edit, and remove any content or cause such content not to be posted, published, uploaded, or distributed, at any time and for any legitimate reason. You agree that Bottomline is not responsible for third parties' (including other user's) content or information or for any damages as result of your use of or reliance on such content or information.

Bottomline's Service is not a storage service.

You agree that we have no obligation to store, maintain or provide you a copy of Your Data or any other content or information that you or others provide to the Service, except to the extent required by applicable law. By submitting suggestions or other feedback regarding the Service to Bottomline, You agree that Bottomline can use and share such feedback for any purpose without compensation to you.

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

No Attorney-Client Relationship. Any content or information made available by Bottomline through the Service is not intended to and does not constitute legal advice and no attorney-client relationship is formed between you and Bottomline. Bottomline is not a lawyer referral service and any agreements regarding legal services or fees are

outside the scope of the Service. Bottomline does not receive any portion of any attorney's or law firm's fees and is not involved in or responsible for any transactions that might occur.

Attorney Ethics Notice; Rules. If you are an attorney participating in any aspect of the Service, you agree to provide Your Data in accordance with attorney ethics requirements and the Rules of Professional Conduct ("Rules") in the jurisdictions where you are licensed. Bottomline disclaims all responsibility for your compliance with the Rules.

Notices. You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

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

Amendments, Entire Agreement, Waivers. Bottomline may amend this Agreement at any time by posting the amended terms on the PartnerSelect website. The amended terms shall automatically be effective 30 days following such posting. It is your responsibility to periodically access this site to determine whether amended terms have been posted, and to terminate this Agreement pursuant to its termination provisions if you do not agree to the amended terms. Otherwise, this Agreement may not be amended except in a writing signed by both parties. This Agreement contains the entire agreement between you and Bottomline with respect to the subject matter hereof and supersedes all prior agreements or understandings between us with respect thereto. The consent, waiver or excuse by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire, excluding its conflicts of laws rules.