

BX Premium Support Terms

(Version 2024-1)

1. Definitions

The definitions used in these BX Premium Support Terms have the meaning given to them in this section 1.

“Availability” means the availability of the BX Service in accordance with the formula under section 3.1.

“Bottomline” means Bottomline R&D B.V.

“BX” means the logistics cloud platform for inventory routing optimization, including mobile apps and BX APIs, as further described in the BX Feature List.

“BX Add-On(s)” means a service or services to which the Customer can subscribe in addition to the BX Subscription.

“BX Add-On Subscription” means a subscription to a BX Add-On.

“BX Add-On Subscription Fee” means the monthly fee for a BX Add-On Subscription.

“BX API” means the standard application programming interface between BX and an Integration, enabling the exchange of data between BX and Third-Party Systems.

“BX Data” means the output data, generated in BX as a result of the use of BX.

“BX Integration” means an Integration, created by Bottomline, and offered by Bottomline as a BX Add-On.

“BX Knowledge Base” means Frequently Asked Questions (FAQ) and other documentation on the use of BX made available by Bottomline in BX.

“BX Order” means the document containing a Subscriptions Order and/or Professional Services Order, stating the core provisions of the Agreement.

“BX Premium Support” means access to the BX Knowledge Base and to Help Center Support at (compared to BX Standard Support) improved, predefined service levels, during and, if a Critical Feature is no longer performed, outside Working Hours, as set forth in the BX Premium Support Terms, offered by Bottomline as a BX Add-On.

“BX Premium Support Terms” means these terms and conditions applying to BX Premium Support.

“BX Service” means the service offering BX, Help Center Support and Maintenance.

“BX Standard Support” means access to the BX Knowledge Base and to Help Center Support during Working Hours.

“BX Subscription” means a subscription to the BX Service.

“BX Subscription Fee” means the monthly fee for a BX Subscription.

“Critical Feature” means any part of BX necessary to complete the primary steps in the process of planning, executing and reconciling trips.

“Customer” means the legal entity entering into the Agreement with Bottomline, as stated in the BX Order.

“Downtime” means the time (measured in hours, with two decimal points) during which BX is not available in a given month, excluding non-availability arising from:

- Scheduled Maintenance;
- Downtime of services and/or infrastructure of Bottomline’s supplier(s);
- slowness or other performance issues with individual features;
- issues that are related to (components of) IT systems, owned and/or appointed and/or contracted and/or used by a User;
- any products or features identified as pilot, alpha, beta or similar;
- external network or equipment problems outside of Bottomline’s reasonable control, such as bad routing tables between an internet service provider (ISP) and Bottomline’s server;
- a Force Majeure Event.

“Expert User” means a User, appointed, and authorized by Customer to provide First Line Support to other Users and to receive Help Center Support from Bottomline.

“First Line Support” means setting data and parameters in BX and answering Users’ tablet-related questions, and any other questions related to the use of and settings in BX and BX Add-Ons.

“Force Majeure Event” means any unavailability of Services caused by circumstances beyond Bottomline’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, acts of (cyber) crime, strikes or other labor problems (other than those involving Bottomline’s employees), failures or delays of suppliers, or internet service provider failures or delays.

“Help Center” means the support application in which Tickets are created and processed.

“Help Center Support” means Bottomline’s support team answering questions regarding and resolving issues in BX, either at a standard level (BX Standard Support) or premium level (BX Premium Support).

“Incident” means an interruption to the provision of BX due to a malfunction in BX.

“Incident Notification” means the report of an Incident by Customer.

“Integration” means software, connected to the BX API, enabling the exchange of data between BX and Third-Party Systems.

“Maintenance” means maintenance to (any components of) BX or a BX Add-On and/or to their underlying infrastructure, including the release of Updates and/or New Versions.

“Maintenance Time” means time (measured in hours, with two decimal points) spent on Scheduled Maintenance.

“New Version” means a successive version of BX, containing features and/or functionality that significantly change(s) or improve(s) the features and/or functionality of the then-current version.

“Professional Services” means certain professional services, related to the BX Service, e.g. consultancy, onboarding support, training, or software development.

“Resolution” means any measure that remedies an Incident, whether temporarily or finally.

“Resolution Time” means the time, elapsed between the creation of a Ticket for an Incident Notification and a Resolution.

“Response” means the first non-automated response by Bottomline’s support team after the creation of a Ticket for an Incident Notification.

“Response Time” means the time, elapsed between the creation of a Ticket for an Incident Notification and the Response.

“Scheduled Maintenance” means Maintenance, scheduled in advance by Bottomline or its suppliers.

“Services” means the BX Service and/or offering of BX Add-Ons and/or Professional Services, as agreed between the Parties.

“Third-Party Systems” means Customer’s or a third party’s IT systems, managed by Customer or a third party, from which Customer Data are retrieved to be processed in BX or to which BX Data are transferred from BX.

“Ticket” means the registration of an Incident Notification, question, or request regarding the BX Service in the Help Center by Customer or Bottomline (after an Incident Notification as referred to under 5.2).

“Total BX Subscription Fee” means, in any month, the total of the BX Subscription Fee and the BX Add-On Subscription Fee.

“User” means Customer’s, Affiliate’s or their business relations’ employee, representative, consultant, contractor, or agent, authorized by Customer to use BX.

“Working Days” means Mondays up to and including Fridays with the exception of official public holidays in the Netherlands.

“Working Hours” means the hours between 9 AM and 5 PM CE(S)T on Working Days.

2. Applicability and term

These BX Premium Support Terms apply if a BX Add-On Subscription to BX Premium Support is purchased, as confirmed in a BX Order.

3. Availability

3.1 Measurement

Availability is measured in hours (with two decimal points) per month at the infrastructure deployed by Bottomline, using server monitoring software, in accordance with the following formula:

$$\frac{(\text{number of hours in a given month} - \text{Maintenance Time}) - \text{Downtime}}{(\text{number of hours in a given month} - \text{Maintenance Time})}$$

3.2 Availability service level

The service level for Availability is 99%.

3.3 Service credits

Should Bottomline fail to meet the service level for Availability in a given calendar month, Customer will receive a service credit as its sole remedy. The service credit will be determined in accordance with the following table:

Actual availability	Service credit
99% - 95%	10% of the BX Subscription Fee for the relevant BX Subscription in the relevant month
95% - 90%	25% of the BX Subscription Fee for the relevant BX Subscription in the relevant month
90% - 50%	50% of the BX Subscription Fee for the relevant BX Subscription in the relevant month

50% - 0%	100% of the BX Subscription Fee for the relevant BX Subscription in the relevant month
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To receive service credits, Customer must submit a claim to Bottomline within thirty (30) calendar days from the month in which the failure occurred. Approved claims for service credits will result in a credit made by Bottomline against the Total BX Subscription Fee due in the month following the month in which the claim was made. Service credits will be paid only if Customer has paid all of its outstanding invoices.

All claims will be verified against Bottomline’s system records which will be decisive.

4. BX Premium Support

4.1 Introduction

If Customer has purchased a BX Add-On Subscription for BX Premium Support, Incidents are resolved in accordance with this section 4.

4.2 Urgency categories

The service levels for the resolution of Incidents, set forth in section 4.3 are determined based on a classification by Bottomline’s support team, according to the below urgency categories. In the event of a disagreement between the Customer and Bottomline’s support team on which urgency category applies, the classification of Bottomline’s support team is decisive:

Urgency category	Description of the Incident
Critical	A Critical Service is no longer performed.
High	Critical Services are performed but the work of multiple Users is impacted, and no workaround is available.
Medium	Critical Services are performed but: (i) the work of a single User is impacted, and no workaround is available or (ii) the work of multiple Users is impacted, and a workaround is available.
Low	Inconvenience is caused but no work of a User work is impacted.

4.3 Service levels

The service levels for the resolution of Incidents are:

Urgency category	Response Time	Resolution Time
Critical	< 1 hour	< 4 hours
High	< 4 Working Hours	< 8 Working Hours
Medium	< 8 Working Hours	< 7 Working Days
Low	< 8 Working Hours	N/A

5. Communication

5.1 Help Center Support

Incident Notifications (except in case of an Incident or urgency category ‘Critical’) and other requests for Help Center Support can be made by creating a Ticket in the Help Center. If a Ticket is created outside Working Hours, it will be deemed to have been submitted at 9 AM CE(S)T the next Working Day. Incident Notifications

and other requests for Help Center Support can be submitted by Expert Users only. Whether or not Help Center Support is provided and if yes, the condition(s) under which it will be provided is at the sole discretion of Bottomline. Bottomline reserves the right to refer the Customer to the FAQ in the BX Knowledge Base, instead of providing Help Center Support.

5.2 Incident Notifications urgency category “Critical”

If the Customer suspects that an Incident of urgency category “Critical” has occurred, the Incident shall be reported by the Expert User by telephone only at the emergency telephone number stated below. Bottomline’s support team can be contacted for such Incidents 24/7. Bottomline’s support team will create a Ticket immediately after such Incident Notification is made.

5.3 Contact details

The contact details of Bottomline support team shall be published in BX.

If the BX Service is not available or Customer wishes to notify an Incident of urgency category “Critical” the following emergency telephone number is available: **+31-73-7470650**.