

BX Service Terms and Conditions

(Version 2026-1)

1. Definitions

The definitions, used in these BX Service Terms and Conditions, have the following meaning:

"Account User" means a User, appointed, and authorized by Customer to authorize Users, activate and deactivate User Accounts and manage rights of Users and BX Subscriptions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" for purposes of this definition, means direct or indirect ownership of more than fifty percent (50%) of the voting interests in the entity.

"Agreement" means the agreement for a BX Subscription and (optionally) BX Add-On Subscriptions and/or Professional Services, formalized through a BX Order.

"Backup" means a copy of the BX Data and Customer Data, stored at a backup location.

"Bottomline" means Bottomline R&D B.V.

"Bottomline Integration" means an integration (software, connected to the BX API, enabling the exchange of data between BX and Third-Party Systems), created by Bottomline, and offered by Bottomline as a BX Add-On.

"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" means a service that Bottomline provides in addition to the provision of BX.

"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 a Bottomline Integration or a Customer Integration, enabling the exchange of data between BX and Third-Party Systems.

"BX Business Intelligence" means a business intelligence application and connected data warehouse accessible via BX, offered as a BX Add-On.

"BX Data" means the output data, generated in BX for Customer as a result of its use of BX.

"BX Documentation" means the online documentation (as updated from time to time) for BX, the BX API and BX Add-Ons, made available in BX, including the BX Knowledge Base and BX Feature List.

"BX DPA" means the BX Data Processing Addendum, version 2024-2, constituting an agreement within the meaning of Article 28 of the GDPR, available at bottomline.eu/bx-dpa.

"BX Feature List" means the list of applications and features of BX, the BX API and BX Add-Ons, available at bottomline.eu/bx-feature-list.

"BX Knowledge Base" means Frequently Asked Questions (FAQ) and other information on the use of BX.

"BX Order" means the document containing a Subscriptions Order and/or Professional Services Order, stating the core provisions of an order under the Agreement.

"BX Price List" means the price list for BX Subscriptions and BX Add-On Subscriptions, available at

bottomline.eu/pricing, as updated from time to time.

“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 the terms and conditions, version 2024-2, applying to BX Premium Support, available at bottomline.eu/bx-premium-support-terms.

“BX Region” means the geographical region, stated in the Subscriptions Order, to which the use of BX under the BX Subscription is restricted.

“BX Service” means the service offering BX, Maintenance and (if applicable) Help Center Support and BX Add-Ons.

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

“BX Subscription” means a subscription to BX.

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

“BX Subscription Plan” means the specific service tier, selected by the Customer which determines the features, entitlements, and pricing applicable to the BX Subscription, stated in the Subscriptions Order.

“BX Terms of Use” means the terms of use, version 2024-2, applicable to each and every use of BX, available at bottomline.eu/bx-terms-of-use.

“Controller” means the party who determines the purposes and means of the Data Processing.

“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.

“Customer Account” means the account, assigned to Customer to provide Customer with access to BX and, if applicable, to a BX Add-On.

“Customer Data” means all electronic data or information entered in or sent to BX by Users, whether manually or in an automated (using the BX API and a Bottomline Integration or Customer Integration) way.

“Customer Integration” means an integration (software, connected to the BX API, enabling the exchange of data between BX and Third-Party Systems) created by or on behalf of Customer.

“Customer Personal Data” means the Customer Data that qualify as Personal Data.

“Data Processing” means any Processing, performed by Bottomline on behalf of a Controller with regard to Customer Personal Data when providing the BX Service.

“Data Recovery” means restoration, in full or in part, of the BX Data and/or Customer Data in the event of loss or corruption of such data within BX.

“Data Subject” means the identified or identifiable natural person to which the Customer Personal Data relate.

“Deliverable” means the result of Professional Services, performed by Bottomline under the Agreement.

“Effective Date” means the date on which the Customer has accepted the BX Master Agreement.

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

“External Data” means the third-party datasets processed within BX to generate the BX Data, such as price, weather and traffic data.

“First Line Support” means setting data and parameters in BX, answering tablet-related questions, and answering 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.

“GDPR” means Regulation (EU) 2016/679.

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

“Help Center Support” means providing assistance with setting up and maintaining adequate First Line Support, answering Expert Users’ questions regarding and resolving issues in BX, either at a standard level (BX Standard Support) or premium level (BX Premium Support).

“Initial Subscription Term” means the initial term of the BX Subscription, stated in the Subscriptions Order.

“IP” means intellectual property rights, anywhere in the world, whether registrable or not, including but not limited to patent rights, domain names, tradenames, copyrights, trademark rights, sui generis data base rights and trade secrets.

“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.

“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.

“Party/Parties” means Bottomline and/or the Customer.

“Personal Data” means information relating to a Data Subject.

“Processes, Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Professional Services” means certain professional services, related to BX, e.g. implementation, consultancy, testing, training, or software development.

“Professional Services Fee” means the fee for the delivery of Professional Services, stated in the Professional Services Order.

“Professional Services Order” means the part of the BX Order pertaining to Professional Services.

“SCC’s” means the Standard Contractual Clauses, issued by the European Commission on 4 June 2021 (Controller to Controller).

"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.

"Subscriptions Order" means the part of the BX Order pertaining to BX Subscriptions and/or BX Add-On Subscriptions.

"Subscription Start Date" means the effective date of a BX Subscription or BX Add-On Subscription, stated in the Subscriptions Order.

"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.

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

"Truck" means the leading vehicle (identified by its license plate number) of any transport combination which trips are planned using BX.

"Update" means a limited change to BX or a BX Add-On to prevent or remedy malfunctions or vulnerabilities or to improve functionality.

"User" means Customer's, Affiliate's or their business relations' employee, representative, consultant, contractor, or agent, authorized by Customer or (if applicable) Affiliate, to use BX.

"User Account" means the account created for and used by a User to access 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.

"Writing, Written" means sent, made up or confirmed in writing or electronically.

2. Agreement

2.1 Content of the Agreement

The Agreement consists of a BX Order, these BX Service Terms and Conditions, the BX DPA and (where applicable, if stated in the BX Order) the BX Premium Support Terms. The BX Premium Support Terms apply only if Customer has purchased a BX Add-On Subscription for BX Premium Support. No terms or conditions stated in Customer's purchase order or other Customer documentation shall, notwithstanding any language to the contrary in such terms and conditions or documentation, be incorporated into or form a part of the Agreement, and all such terms or conditions shall be deemed rejected and null and void.

2.2 BX Order

An Agreement is constituted on acceptance by Customer of a BX Order. Each BX Order shall, save where it explicitly states otherwise or if extended by Bottomline in Writing, be valid for a maximum term of thirty (30) days after it is issued by Bottomline. If the Customer's acceptance is conditional, the condition in question does not apply until Bottomline has explicitly agreed to it in Writing.

2.3 Order of legal prevalence

To the extent of any conflict or inconsistency between the provisions of the documents constituting the Agreement and subject to the Parties' explicit Written agreement to the contrary, the order of legal prevalence shall be: (1) the BX Order, (2) the BX DPA, (3) these BX Service Terms and Conditions and (if applicable) the Premium Support Terms. If the BX Premium Support Terms apply, the provisions of the BX Premium Support Terms prevail over the provisions of these BX Service Terms and Conditions in case of any conflict or inconsistency between their provisions.

2.4 Amendments

Subject to any provision to the contrary in these BX Service Terms and Conditions, no modification, amendment, or waiver of any provision of the Agreement shall be effective unless made up in Writing and accepted in Writing by the Party against whom the modification, amendment or waiver is to be asserted.

2.5 Amendment to BX Service Terms and Conditions

Bottomline reserves the right to amend these BX Service Terms and Conditions unilaterally at any time, provided that Bottomline notifies the Customer in Writing of: (i) the date on which the amended terms will take effect and (ii) a summary of the amended terms, at least sixty (60) calendar days before the intended effective date. From the effective date notified the amended terms will apply to the Agreement. If the Customer does not accept the amended terms, Customer has, subject to section 2.6, the right to terminate the Agreement against the intended effective date of the amended terms, provided the Customer files its Written termination notice with Bottomline within thirty (30) calendar days prior to the intended effective date of the amended terms.

2.6 Amendment for reasons of compliance

Bottomline is entitled to unilaterally make amendments to the Agreement, if such amendment is (at the sole discretion of Bottomline) necessary to comply with (changes to) the laws and regulations, applicable to Bottomline and/or any products or services provided by Bottomline under the Agreement. In such case, Bottomline shall notify Customer in Writing, providing (i) a summary of the amended terms, and (ii) the effective date of the amendment(s). From the effective date notified, the amended Agreement shall apply.

3. Services

3.1 BX Subscriptions

Customer may, under the terms of the Agreement, purchase a BX Subscription for the access to and use of BX. On constitution of the Agreement, Bottomline shall make BX available to Customer. In addition to a BX Subscription, Customer may purchase (a) BX Add-On Subscription(s). The BX Subscription and BX Add-On Subscription shall start on the Subscription Start Date. The BX Add-On Subscription shall, subject to section 3.4 (iii), have the same duration and renewal date as the BX Subscription.

3.2 Delivery of BX

On conclusion of the Agreement, access to BX will be provided by Bottomline's support team, that will enable Customer to create a Customer Account as further explained in the BX Knowledge Base.

3.3 BX Subscription Plan

Subject to changes in accordance with section 3.4, each BX Subscription entitles the Customer to use such features and functionality of BX as specific to the BX Subscription Plan purchased by the Customer. The BX Subscription Plan may vary by BX Region, as selected by the Customer and specified in the Subscriptions Order.

3.4 Changes to subscriptions

Customer may, during the term of a BX Subscription, change the BX Subscription in accordance with the following principles: (i) the quantity of UoM's under a BX Subscription or BX Add-On Subscription may be increased or decreased, (ii) the BX Subscription Plan may, for the applicable BX Region, be upgraded or downgraded, (iii) BX Add-On Subscriptions may be activated or deactivated at any time.

3.5 Effects of changes on BX Subscription (Add-On) Fee

If changes as described under 3.4 (i), (ii) and/or (iii) are made, Bottomline will adjust the BX Subscription Fee or (as applicable) BX Add-On Subscription Fee accordingly, at the then-current prices (as applicable, in accordance with sections 6.1 and 6.3). Customer explicitly authorizes Bottomline to monitor Customer's, including any User's, use of BX and BX Add-On's for the purpose of adjusting the BX Subscription Fee and/or BX Add-On Subscription Fee.

3.6 Updates and New Versions

Updates and/or New Versions are released in accordance with Bottomline's release policy only. Bottomline will inform Users of Updates and/or New Versions by issuing release notes in BX. Customer agrees that any use of BX shall always pertain to the latest version of BX. Bottomline does not warrant that any specific functionality or feature of BX or a BX Add-On will continue to be available after the release of an Update or a New Version, provided that the core functionality and features of BX or a BX Add-On under a BX Subscription will not materially decrease during the term of that BX Subscription.

3.7 Maintenance

Scheduled Maintenance will always be notified by Bottomline in advance, in BX. When planning Scheduled Maintenance, Bottomline will use commercially reasonable efforts to take local business hours (business hours in the region where the BX Service that is affected by the Scheduled Maintenance is used) into account. Scheduled Maintenance will not exceed a maximum of two (2) hours per calendar week. Bottomline will decide, in its sole opinion, whether a situation occurs, requiring emergency maintenance to be undertaken (e.g. in case of a personal data breach). Bottomline is entitled to perform emergency maintenance if it is (in the sole opinion of Bottomline) necessary and at any time, without incurring liability. Bottomline shall inform Customer and Users of any emergency maintenance actions as soon as possible by a notification in BX.

3.8 Help Center Support

Subject to section 3.13, Help Center Support is delivered by Bottomline's support team, to an Expert User only. Bottomline will use commercially reasonable efforts to answer Customer's questions and meet Customer's requests but does not warrant that all questions and/or requests will always be answered or that all malfunctions will always be remedied and reserves the right to deny a request. Customer is responsible for the provision of First Line Support to Users. Customer shall appoint a sufficient number of, and at least one, sufficiently qualified Expert User(s) for this purpose. If Customer has purchased a BX Add-On Subscription to BX Premium Support, it is eligible for BX Premium Support and the BX Premium Support Terms apply.

3.9 Professional Services

The Parties may agree, from time to time, on the performance of Professional Services by Bottomline. The Professional Services Order will confirm the Professional Service, setting forth: (i) a description of the Professional Services to be rendered, (ii) the onboarding plan or development plan (if applicable) and (iii) the Professional Service Fee and any expenses to be paid by Customer. Bottomline is only obligated to perform the Professional Services that are specifically and expressly set forth in the relevant Professional Services Order. Bottomline will perform Professional Services in a professional manner, in accordance with the specifications described in the Professional Services Order. Bottomline is entitled always to have Professional Services performed by subcontractors, without prejudice to Bottomline's obligations under the Agreement.

3.10 Acceptance testing

Customer is entitled to perform an acceptance test on any Deliverable within 10 (ten) Working Days from delivery by Bottomline. Customer can only refuse a Deliverable if (i) specifications are set in the Professional Services Order and (ii) the Deliverable contains a non-conformity to such specifications. If the Customer is entitled to an acceptance test, the Deliverable will be deemed accepted if (i) Bottomline has not received Customer's Written notice of non-acceptance within 10 (ten) Working Days from delivery of the Deliverable or if (ii) the Customer has taken the Deliverable into use. If Customer does not accept the Deliverable, it will provide a detailed description of the non-conformity in the notice of non-acceptance. Bottomline will resolve the non-conformity in question expeditiously and redeliver the Deliverable for acceptance testing in accordance with the procedure described in this section 3.10.

3.11 Delivery dates

Any delivery dates or timelines for the delivery of Professional Services communicated by Bottomline, in a Professional Services Order or otherwise, are estimates only and not guarantees, provided that Bottomline will use commercially reasonable efforts to meet such dates or timelines. Customer must furnish sufficient trained and experienced personnel and deliver all necessary information and materials in a timely manner. Bottomline will not be responsible for any delays, cost overruns or liability resulting from the foregoing factors.

3.12 Changes to BX

Customer acknowledges that only Bottomline has the right to maintain, enhance or otherwise modify BX and BX Add-Ons. Bottomline may, but is not obliged to, at Customer's request and as part of Professional Services, develop or create specific features or additions or modifications to BX. If Bottomline agrees to make such changes, Bottomline is entitled to offer BX including such changes to all of its customers, without Customer being entitled to any compensation whatsoever.

3.13 Third parties

Instead of performing Professional Services and Help Center Support itself, Bottomline may refer Customer to third parties, selected by Bottomline, to perform the Professional Services and/or Help Center Support. In that case, such third party will not be a subcontractor of Bottomline, but Customer shall, for the performance of the Professional Services and/or Help Center Support, enter into a separate services agreement with the third party directly. If Help Center Support is provided by a third party, Bottomline is no longer responsible and excludes all liability for Help Center Support and for any actions or omissions of such third party.

3.14 External Data

Customer acknowledges that External Data are obtained from external data sources. Bottomline provides the External Data "as is" and does not guarantee the correctness, availability, or completeness of the External Data. Bottomline excludes any and all liability for damages arising from incorrect, incomplete or otherwise non-conforming External Data. If the use of External Data is subject to the license terms of the third-party data provider, such terms prevail over the terms of the Agreement, in the event of a conflict.

4. Provision and use of the services

4.1 Service standard

Bottomline shall perform the BX Service in accordance with generally accepted industry standards and applicable laws and regulations. Notwithstanding anything to the contrary in the Agreement, Bottomline does not warrant or guarantee any specific result, outcome, or performance level ("obligation of result", Dutch: "resultaatsverplichting") and any obligation shall be performed on the basis of commercially reasonable efforts only ("obligation of means", Dutch: "inspanningsverplichting").

4.2 Availability and exceptions

Bottomline will use commercially reasonable efforts to make BX available twenty-four (24) hours a day, seven (7) days a week but does not accept liability for unavailability to the extent caused by:

- (a) the performance of Maintenance;
- (b) downtime of services and/or infrastructure of Bottomline's supplier(s);
- (c) slowness of or other performance issues with individual features;
- (d) issues that are related to (components of) IT systems, owned and/or appointed and/or contracted and/or used by a User;
- (e) any products or features identified as pilot, alpha, beta or similar;
- (f) external network or equipment problems outside of Bottomline's reasonable control, such as bad routing tables between an external internet service provider (ISP) and Bottomline's server;
- (g) a Force Majeure Event; and
- (h) other situations in which keeping BX available cannot be reasonably expected from Bottomline.

4.3 Customer's responsibilities

Customer shall be responsible for:

- (a) Users' compliance with the BX Terms of Use; and
- (b) the appointment of (a) qualified Account User(s) and (a) Expert User(s), and
- (c) the accuracy, security, quality, integrity and legality of Customer Data and of the means by which the Customer Data are acquired, including the timely possession of all licenses, permissions, and rights to use Customer Data in relation to the Agreement;
- (d) the operation, availability and security of Third-Party Systems;
- (e) the choice for, and any actions, products, or services of any third parties, including but not limited to implementors, integrators or consultants, engaged or purchased by Customer in relation to the use of BX.

4.4 BX Terms of Use

Any User (including an Account User) is provided access to BX only after acceptance by that User of the BX Terms of Use. Users will be requested to accept the BX Terms of Use on their first logon to BX.

4.5 Customer's obligations

Customer undertakes and is obliged to:

- (i) use BX in accordance with applicable laws and government regulations, the BX Documentation, the BX Knowledge Base and instructions given by Bottomline's support team only;
- (ii) not exceed any limitations to the use of BX as stated in any Subscriptions Order or BX Documentation;
- (iii) not provide access to BX to any party or person that is not authorized based on the Agreement and the applicable Subscriptions Order;
- (iv) not circumvent any technical, physical and organizational security measures implemented by Bottomline to protect the security of BX;
- (v) cause any User to comply with the BX Terms of Use and block the User Account of any User violating the BX Terms of Use immediately on becoming aware of such violation;
- (vi) implement adequate technical, physical and organizational security measures to prevent unauthorized access to or use of BX and/or use in violation of the BX Terms of Use, including but not limited to keeping any login credentials, including API keys, strictly confidential;
- (vii) not (a) make BX available to anyone other than Users, and/or (b) sell, resell, rent or lease the BX Service, and/or (c) store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or store or transmit material in violation of third-party privacy rights in or to BX, and/or (d) store or transmit malware (including but not limited to viruses, worms, time bombs, Trojan horses and other intentionally harmful or malicious code, files, scripts, agents or programs) in or to BX, and/or (e) interfere with or disrupt the integrity or performance of BX or of any third-party data contained therein, and/or (f) attempt to gain unauthorized access to BX or its related systems or networks, and/or (g) access BX for any benchmarking or competitive purposes.
- (viii) in case of i) any unauthorized access to or use of BX or ii) theft, loss or abuse of login credentials,

including API keys: immediately report such incident to Bottomline's support team by telephone and change the password used to access BX;

- (ix) report any unavailability or irregularity in the BX Service to Bottomline's support team in the Help Center.

4.6 Consequences of non-compliance

Customer shall indemnify and hold Bottomline harmless against any damages, losses or expenses arising from any non-compliance of a User with the BX Terms of Use. Customer acknowledges that, if a User breaches the BX Terms of Use, Bottomline is entitled, without prejudice to any other remedies available to Bottomline under the Agreement or at law, to suspend or limit that User's access to BX by closing the Customer Account or relevant User Account or otherwise.

4.7 Excessive use

The limitations that apply to the extent of the Customer's use of BX are set out in the applicable BX Subscription Plan. Bottomline monitors Customer's use, including algorithmic processing load and data storage volume. Any use in excess of the applicable limitations may, at Bottomline's discretion, (a) entitle Bottomline to charge an additional fee, or (b) lead Bottomline to limit or suspend such excessive use, except where Bottomline considers such excess to be in line with its Fair Use Policy. Bottomline shall notify Customer in advance where reasonably possible and shall exercise these rights in a fair and proportionate manner.

5. Integrations and Third-Party Systems

5.1 Integrations

Customer acknowledges that in order to exchange data between BX and a Third-Party System, a Bottomline Integration or Customer Integration is necessary. For this purpose, Customer may (i) purchase a BX Add-On Subscription for a Bottomline Integration or (ii) create and use a Customer Integration. Customer will cause any Customer Integrations to meet the requirements for Customer Integrations as set out in the BX Documentation.

5.2 Disclaimer

If Customer makes use of (a) Bottomline Integration(s), Bottomline's sole obligation is to make the relevant Bottomline Integration(s) available in accordance with the BX Documentation. Bottomline does not accept any liability for the quality and/or security of any integration(s) other than Bottomline Integration(s). The (i) use of any integrations other than Bottomline Integrations and (ii) the (successful) transmission of the Customer Data respectively BX Data from the BX API to the Third-Party Systems and vice versa is always at Customer's own risk. Customer acknowledges that the security and validity of the transmission, from the BX API to the Third-Party Systems and vice versa, is Customer's responsibility.

5.3 Third-Party Systems

Where Customer uses Third-Party Systems to use BX, Customer acknowledges that those Third-Party Systems may have access to BX Data and/or Customer Data. Bottomline shall not be responsible or liable for any disclosure, modification, or deletion of BX Data and/or Customer Data resulting from the use of such Third-Party Systems.

5.4 Third-party implementors, integrators, and services providers

In connection with Customer's use of the Services, Customer may engage third party implementors, integrators or consultants, or use the Services with certain other third-party services and products. Customer acknowledges and agrees, with regard to such third party implementors, integrators or consultants, that (i) those third parties are not Bottomline's agents or employees; and that (ii) Bottomline is not responsible or liable in any way for their actions, omissions or services. Further, Customer acknowledges and agrees with regard to such third-party services and products that (i) Bottomline is not responsible or liable in any way for the

consequences of the use of such services and products, and that (ii) Customer is exclusively responsible for the selection and quality of those third party services and products. The Customer further acknowledges that the creation of integrations or other Professional Services, performed by Bottomline, may require cooperation or technical work by third-party suppliers of Customer. Any fees or charges imposed by such third parties for enabling or supporting the integration or other Professional Services, shall be borne exclusively by Customer. Bottomline's obligations with respect to any integration or Professional Services are conditional upon timely access and cooperation from such third parties.

6. Prices, fees and payment

6.1 Prices BX Subscriptions, BX Add-On Subscriptions and Professional Services

BX Subscriptions and BX Add-On Subscriptions are charged at the price, specified in the Subscriptions Order(s) in accordance with the applicable BX Subscription Plan and the then-current BX Price List. Professional Services are charged at the price, specified in the Professional Services Order. Subject to section 6.3, the price for a BX Subscription and related BX Add-On Subscription(s) and Professional Services is/are fixed during the entire term of the BX Subscription.

6.2 Taxes

All fees and prices stated in the Agreement are exclusive of any taxes, duties, levies, or similar governmental charges. The Customer shall be responsible for the payment of all such charges arising from or related to the fees invoiced by Bottomline, excluding taxes based on the Supplier's net income. If the Customer is required, by applicable law, to withhold or deduct any taxes from payments due to Bottomline, the Customer shall increase the amount payable so that Bottomline receives the full amount that it would have received had no such withholding or deduction been required.

6.3 Increase

Bottomline shall be entitled to increase, each calendar year per January 1st, the BX Subscription Fee, the BX Add-On Subscription Fee and the Professional Services Fee and related expenses, in accordance with the index "CAO lonen per uur exclusief bijzondere beloningen particuliere bedrijven" in the preceding year, as published by the CBS (Dutch Statistics Bureau) at opendata.cbs.nl/#/CBS/nl/dataset/85663NED/tablewww.cbs.nl.

6.4 Calculation and payment of BX (Add-On) Subscription fees

The monthly BX Subscription Fee equals the highest agreed price per Truck (depending on the BX Subscription Plan purchased), that applied within any 24-hour period during that month, multiplied by the highest number of Trucks planned by Customer in BX, within any 24-hour period during that month. Bottomline will invoice the BX Subscription Fee and BX Add-On Subscription Fee monthly in arrears. If Customer terminates a BX Subscription or BX Add-On Subscription before the end of any given month, no refund shall be made relating to the remaining part of that month. Customer shall pay all fees by bank transfer, within the payment term, stated in the Subscription Order.

6.5 Professional Services Fees and expenses

In relation to the Professional Services, Customer shall pay the Professional Services Fee that is stated in the relevant Professional Services Order plus (if applicable) reasonably related expenses (such as business travel costs). The Professional Services Fee will be invoiced monthly in arrears. If the Professional Services are provided on a time and materials basis, Bottomline shall invoice the Customer at the end of each month, based on a detailed specification of the work performed, the time spent and the expenses (if any). If the Professional Services are provided on a fixed-price basis, the Parties shall agree in the applicable Professional Services Order on the amount, frequency and timing of the instalment payments. The Professional Services Fee will be invoiced as stated in the Professional Services Order. Additional charges and expenses will be invoiced in the month following the month in which the time was spent, or expenses were incurred.

6.6 Currency

All prices and corresponding fees, payable under the Agreement, are stated in euros (EUR), unless otherwise agreed and stated in the BX Order. If the Parties mutually decide to agree to transact in another currency, they shall determine the applicable exchange rate, reference date, and source (the "Reference Exchange Rate"). Each calendar year, per January 1st, the exchange rate will be reviewed based on the then-prevailing rate according to the agreed source. If the then-prevailing rate deviates by more than five percent ($\pm 5\%$) from the exchange rate applied during the previous year, the prices and corresponding fees, applicable for the new calendar year will be adjusted by fifty percent (50%) of the difference, so that both Parties share the exchange rate fluctuation risk equally.

6.7 Overdue fees

If Customer does not make payments timely, the overdue fees accrue late interest at the EURIBOR rate plus 2% and Customer shall be obliged to pay reasonable attorney fees and other costs incurred by Bottomline to collect any such overdue fees or charges.

6.8 Consequences of payment failure

If payment of any amount owed by Customer under the Agreement, or under any other agreement between Customer and Bottomline, is thirty (30) or more days overdue, all amounts payable under the Agreement and any such other agreement become immediately due and payable and Bottomline is entitled to suspend the performance of any of its obligations under the Agreement until such amounts are paid in full, or terminate the Agreement without incurring any liability.

6.9 Payment disputes

Bottomline will not exercise its rights under section 6.8 if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to promptly resolve the dispute.

6.10 Tax regime changes

If, after the Effective Date, any change occurs in the tax laws, regulations, or tax treaties applicable to either Party's jurisdiction and such change materially affects the commercial terms of the Agreement, the relevant Party may submit a Written request to the other Party, for an adjustment of the applicable fees or other commercial conditions under the Agreement. Upon receipt of such request, the Parties shall negotiate in good faith regarding a possible adjustment. Any adjustment shall only become effective if and when mutually agreed upon in Writing by both Parties. For the avoidance of doubt it is expressly stated that Bottomline shall have no obligation to make any such adjustment, and no change in tax law or treaty shall automatically entitle the Customer to any modification of the conditions under the Agreement.

7. Proprietary rights

7.1 Reservation of rights

Bottomline and its licensors reserve all rights, title, and interest, including all IP, in and to (all components of) BX, the BX Add-Ons, the BX Documentation, the BX Knowledge Base, Deliverables and all enhancements, customizations and modifications to any of the foregoing ("**Proprietary works**"). No IP rights are granted to Customer or any other party under the Agreement.

7.2 License

Customer will be granted a temporary, limited, non-exclusive right to use BX in accordance with the Agreement, subject to payment of the Total BX Subscription Fee and compliance with the restrictions in section 7.3.

7.3 License restrictions

Customer shall use BX for its and/or its Affiliates' internal business purposes only and not (i) permit any third party to access the Proprietary Works, except as expressly permitted under the Agreement, (ii) create derivative works based on the Proprietary Works or change the Proprietary Works, (iii) copy, frame or mirror any part or content of the Proprietary Works, (iv) reverse engineer the Proprietary Works, or (v) (v) remove any copyright notices, trademarks or tradenames from the Proprietary Works, or (vi) access the Proprietary Works in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Proprietary Works. Further, Customer shall not (i) use any information disclosed by Bottomline relating to the Proprietary Works to contest the validity of Bottomline's IP and (ii) not take any action which may adversely affect or impair Bottomline's rights as set out in section 7.1 and (iii) notify Bottomline in Writing immediately after becoming aware of any possible infringements of such rights by any person or party that comes to its attention.. Any non-compliance with this section 7.3 will constitute a material, non-curable breach of the Agreement, entitling Bottomline to immediately suspend or terminate the Agreement and/or the performance of (a part of) the Services.

7.4 Ownership of Customer Data

For the purpose of the Agreement, Customer exclusively owns all rights, title and interest in and to the Customer Data. Customer grants Bottomline a non-exclusive, royalty-free license to use the Customer Data for and in the performance of the Agreement, including the hosting of Customer Data as part of the BX Service. Customer warrants that it disposes of all necessary rights and authorizations to grant such license to Bottomline.

7.5 Suggestions

Bottomline shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate, into the BX Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer. All such feedback shall not be considered Customer Confidential Information within the meaning of section 8.1.

8. Confidentiality

8.1 Confidential Information

As used in these BX Service Terms and Conditions "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in Writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. Customer Confidential Information shall include the Customer Data and BX Data. Bottomline Confidential Information shall include the Proprietary Works. Each Party's Confidential Information shall include all contract documents as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2 Protection of Confidential Information

Except as otherwise permitted in Writing by the Disclosing Party, the Receiving Party shall (i) protect the Confidential Information of Disclosing Party against unauthorized access, using at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (ii) provide access to Confidential Information of the Disclosing Party to only those of its employees, contractors and agents who need such access for purposes consistent with the Agreement and who have signed Written confidentiality agreements with the Receiving Party containing obligations and

prohibitions no less stringent than the ones in this section 8.

8.3 Permitted disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and shall provide, at the Disclosing Party's cost, reasonable assistance to the Disclosing Party if the Disclosing Party wishes to contest the disclosure. Bottomline may also (i) disclose Confidential Information disclosed by Customer if such disclosure is expressly permitted in Writing by Customer. Notwithstanding any provision to the contrary in this Agreement, Bottomline may access Customer Data to provide the Services or to prevent or address technical problems.

8.4 Agreed disclosure

By entering into the Agreement, Customer allows Bottomline to reference Customer as a customer of Bottomline using Bottomline's technology, on Bottomline's website and in print copy or marketing material. At Bottomline's request, Customer will provide an approved company logo and testimonial that Bottomline may publish on its website and/or in marketing material to communicate such relationship.

9. Personal Data protection and security

9.1 Personal Data protection

Each Party qualifies as an independent Controller (as defined in section 4 of the GDPR) regarding the processing of the other Party's personal data, where necessary for the execution of the Agreement (such as business contact details, login data, support requests, monitoring data) and shall process such data in accordance with the GDPR and/or any other data protection legislation that that Party is subject to. Where the provision or use of the BX Service entails the transfer of Personal Data from the EU to a third country or international organization (within the meaning of Chapter V of the GDPR) the Parties agree on the applicability of the SCC's (Controller-Controller). Where the Services includes Data Processing, the BX DPA applies.

9.2 Security

Without limiting the foregoing, Bottomline has implemented, in accordance with its ISO27001 certification, SOC2 Type II report and applicable information security laws, appropriate organizational, physical, and technical security measures to ensure the availability, confidentiality and integrity of Customer Data and BX Data stored in BX. Bottomline shall periodically assess the effectiveness the security measures implemented and update them in line with technological and organizations developments, but does not warrant that the security measures will always, and under all circumstances, be effective or meet any specific requirements. Customer confirms that it has assessed these security measures and acknowledges that these security measures meet its requirements. The Customer may request Bottomline to implement additional security measures as Professional Services, which Bottomline shall be obliged to implement only if agreed under a signed Professional Services Order.

9.3 Storage, Backup and Data Recovery

The BX Data and Customer Data stored by Bottomline in BX will date back three (3) years. A Backup is made by Bottomline automatically each 24 hours. Data Recovery will not take place in case of loss or corruption of BX Data or Customer Data from or in Third-Party Systems, save where Bottomline agrees to provide such Data Recovery as Professional Services.

10. Warranties and disclaimer

10.1 General

Each Party represents, warrants, and covenants that: (i) it shall comply with the applicable laws in respect of the performance of its obligations under the Agreement and that (ii) it has obtained all necessary approvals, consents, and authorizations to enter into the Agreement and to perform and carry out its obligations under the Agreement.

10.2 Bottomline warranty

Bottomline warrants that BX shall perform materially in accordance with the specifications in the BX Documentation. In the event of a breach of the foregoing warranty, Bottomline will use reasonable efforts to correct the non-conforming or defective BX. In the event that Bottomline is unable to, using reasonable efforts, correct the non-conforming or defective part of BX within thirty (30) days from receipt of Customer's notice of the same, Customer may elect to terminate the BX Subscription(s) in question and receive a pro-rated refund of the Total BX Subscription Fee that is prepaid for the subscription(s). The obligations and rights stated in this section 10.2 are Bottomline's sole and exclusive liability respectively Customer's sole and exclusive remedy in the event of a breach of the aforementioned warranty and any non-conformity or malfunction in BX.

10.3 Disclaimer

Except as expressly provided in this section 10, Bottomline makes no warranties of any kind, whether express, implied, statutory, or otherwise, and Bottomline specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular use or purpose or title/non-infringement, to the maximum extent permitted by applicable law.

11. Indemnification

11.1 Indemnification by Bottomline

Subject to the other subsections of this section 11 Bottomline shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of BX as permitted hereunder infringes or misappropriates the IP of a third party ("**Infringement Claim**"), and shall indemnify Customer and hold Customer harmless against any damages finally awarded against Customer by a court of competent jurisdiction, plus reasonable attorney's fees incurred by that Customer in connection with any such Infringement Claim.

11.2 Notification and assistance

If Customer is aware of an Infringement Claim it shall (a) promptly give Bottomline Written notice of the Infringement Claim; (b) give Bottomline sole control of the defense and settlement of the Infringement Claim (provided that Bottomline may not settle any Infringement Claim unless the settlement unconditionally releases Customer of all liability); and (c) provide to Bottomline all reasonable assistance, at Bottomline's expense.

11.3 Mitigating measures

If an Infringement Claim occurs, or if Bottomline determines that such claim is likely to occur, Bottomline will have the right, at Bottomline's sole discretion, to (i) procure for Customer the right or license to continue to use BX, free of the infringement claim, or (ii) modify BX to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Bottomline, Bottomline may, at Bottomline's sole discretion, immediately terminate the Agreement repaying to Customer the prorated portion of any pre-paid, unused fees for the relevant BX Subscription(s).

11.4 Excluded Claims

Notwithstanding the foregoing subsections of this section 11, Bottomline will have no obligation with respect to any Infringement Claim that is based upon or arises out of (i) the use or combination of BX with any hardware, software, products, data, or other materials not provided by Bottomline, (ii) modification or alteration of BX or a BX Add-On by anyone other than Bottomline, (iii) use of BX in excess of the rights granted in the Agreement, or

(iv) (the results of) Services performed by Bottomline on an instruction given or requirements set by Customer, or (v) Bottomline's permitted use of Customer Data or other materials furnished by Customer (collectively, the **"Excluded Claims"**).

11.5 Indemnification by Customer

Customer shall defend Bottomline against any Excluded Claim made or brought against Bottomline by a third party and shall indemnify Bottomline and hold Bottomline harmless against any damages, including reasonable attorney's fees, incurred by Bottomline in connection with any Excluded Claim, provided that Bottomline (a) promptly gives Customer Written notice of the Excluded Claim; (b) gives Customer sole control of the defense and settlement of the Excluded Claim (provided that Customer may not settle any Excluded Claim unless the settlement unconditionally release Bottomline of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

11.6 Exclusive Remedy

This section 11 (Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against the other Party for Infringement Claims respectively Excluded Claims.

12. Limitation of liability

12.1 Limitation of Liability

In no event shall Bottomline's aggregate liability arising out of or related to the Agreement, regardless of the legal ground of the claim, exceed, per event or series of related events and per year, the greater of the following amounts: (a) the total yearly fee paid by Customer to Bottomline in the twelve (12) months preceding the event (or first of a series of events) giving rise to the liability or (b) the amount of EUR 500,000.00 (five hundred thousand euros).

12.2 Exclusion of indirect and consequential damages

In no event shall either Party have any liability to the other Party for any indirect, incidental or consequential damages, including but not limited to loss of profits or revenue, loss of data, third party damages and governmental fines, regardless of whether such damages were foreseeable and of whether the Party has been advised of the possibility of such damages.

12.3 Exception

The limitations stated in sections 12.1 and 12.2 shall not apply to the extent prohibited by applicable law and shall not limit Customer's liability for a breach of section 4.4 ('Customer's obligations'), 7.3 ('License restrictions') or Customer's liability under sections 4.5 ('Consequences of non-compliance') and 12.5 ('Third-party claims').

12.4 Expiration

Customer's right to claim damages from Bottomline lapses if the claim is not submitted within one (1) calendar year from the date on which the first of the events leading to the damages occurred.

12.5 Third-party claims

If Customer permits the use of the Services to a third party, including an Affiliate, Customer will indemnify Bottomline and hold Bottomline harmless for any damages, losses or expenses claimed from Bottomline by such third parties in excess of the limitations set forth in this section 12.

12.6 Default notice

Bottomline's liability for damages arising from a remediable breach of the Agreement shall not arise before (i)

receipt by Bottomline of a Written default notice of Customer, requiring the breach to be remedied and (ii) expiry of a reasonable term to remedy the breach of at least thirty (30) calendar days without the breach being remedied.

13. Term and termination

13.1 Term of the Agreement

The Agreement commences on the Effective Date and shall remain in effect for the duration of the BX Subscription under this Agreement, unless terminated earlier in accordance with these BX Service Terms and Conditions.

13.2 Initial Subscription Term and renewal

A BX Subscription commences on the Subscription Start Date and continues to be in effect for the Initial Subscription Term. Upon expiry of the Subscription Term, the BX Subscription and any related BX Add-On Subscription(s) shall automatically renew for an indefinite term, unless terminated by either Party by giving Written notice to the other Party, observing the notice period set forth in the Subscriptions Order. After renewal, the BX Subscription and any related BX Add-On Subscription(s) may be terminated by either Party at any time by giving Written notice to the other Party, observing the notice period set forth in the Subscriptions Order.

13.3 Termination for cause

A Party may immediately terminate the Agreement and BX Subscription under it, in whole or in part, with immediate effect if: (i) the other Party materially breaches the Agreement and fails to remedy such breach within thirty (30) days from the date of a Written default notice, requiring the breach to be remedied; or (ii) the other Party becomes the subject of a petition in bankruptcy or of insolvency, receivership, liquidation, assignment for the benefit of creditors.

13.4 Consequences of termination

On termination of the Agreement, regardless of its reason, the BX Subscription, any related BX Add-On Subscription(s) and Services shall terminate. Upon the legally valid termination for cause by Customer, Bottomline shall refund Customer any prepaid fees covering the remainder of the then-current term of the BX Subscription. Upon the legally valid termination for cause by Bottomline or termination by Customer without due observance of the agreed notice period, any outstanding fees shall become immediately due and payable, and Customer shall pay any unpaid fees plus the BX Subscription Fee covering the remainder of the then-current term of the BX Subscription within thirty (30) days from the date of termination.

13.5 Retrieval of BX Data and Customer Data

Customer can retrieve BX Data and Customer Data stored in BX under a BX Subscription until expiry of a term of thirty (30) calendar days from the effective date of termination of that BX Subscription, either by transmitting the data, using a Bottomline Integration or Customer Integration or by downloading a file of the BX Data and Customer Data in json-format or such other commonly used machine-readable format as notified by Bottomline to Customer. The BX Data and Customer Data thus transmitted or downloaded will date back no longer than the period referred to in section 9.3. After such thirty (30) day period, Bottomline shall have no obligation to keep or provide any of the BX Data or Customer Data and be entitled to permanently remove all of the BX Data and Customer Data processed under the terminated BX Subscription stored in Bottomline's systems, or otherwise in Bottomline's possession or under Bottomline's control.

13.6 Surviving Provisions

Any provision of the Agreement that is deemed, by its nature, to survive termination shall survive termination or expiration of the Agreement for any reason, including but not limited to sections 6 (Prices, Fees and Payment), 7 (Proprietary Rights), 8 (Confidentiality), 10 (Warranties and disclaimer), 11 (Indemnification), 12 (Limitation of

Liability), 13 (Term and termination), 14 (Governing Law and Jurisdiction), 15 (Notices) and 16 (General Provisions).

14. Governing law and jurisdiction

14.1 Governing law

The Agreement is construed in accordance with and governed by Dutch law, without regard to its conflict of law rules. The Vienna Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

14.2 Dispute resolution

Any disputes, actions, claims, or causes of action arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the competent court in 's-Hertogenbosch, the Netherlands.

15. Notices

15.1 Manner of giving Notice

All notices, permissions, and approvals regarding the Agreement shall be served by email save where the Agreement provides otherwise. Notices shall be deemed served on the first Working Day after delivery to the receiving Party's mail server.

15.2 Addressees

Notices from Bottomline to Customer that are served by email shall be addressed to the email address registered by Customer in the Customer Account.

Notices from Customer to Bottomline that are served by email shall be addressed to: bxnotices@bottomline.eu.

16. General provisions

16.1 Relationship of the Parties

The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

16.2 Mutual non-disparagement

In order to preserve the integrity of the Parties' business relationship, neither Party will, and either Party will cause its officers, directors, and employees not to: disparage, misrepresent, or denigrate the other Party's products, or methods or techniques of doing business, including, but not limited to, through any means of social media or other public comment, rating, or review.

16.3 No third-party beneficiaries

There are no third-party beneficiaries to the Agreement. In particular, Customer's Affiliates are not third-party beneficiaries of the Agreement.

16.4 No waiver

No failure or delay by either Party in exercising any right under the Agreement shall constitute a waiver of that right.

16.5 Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

16.6 Assignment

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior Written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including subscriptions), without consent of the other Party, to its Affiliate or to an entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that entity nor any of its affiliates is a direct competitor of the other Party.

16.7 Entire Agreement

These BX Service Terms and Conditions, the BX Orders, the BX DPA and (if applicable) the BX Premium Support Terms constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements, proposals or representations, Written or oral, concerning its subject matter.

16.8 Force Majeure

Bottomline will not be liable for any failure or delay in performance under the Agreement which is due to a Force Majeure Event. Upon becoming aware of a Force Majeure Event Bottomline will notify Customer of the Force Majeure Event in Writing; and use reasonable endeavors to mitigate the effects of the Force Majeure Event for the Customer and/or Affiliate. If Bottomline is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than one (1) calendar month either Party will be entitled to terminate the Agreement or, if the performance of the Agreement is partly affected by the Force Majeure Event the part of the Agreement that is affected.

16.9 Non-solicit

During the term of the Agreement and continuing through the second anniversary of the termination of the Agreement, neither Party nor (in case of Customer) Affiliate may solicit any employee of the other Party with whom the Party has had contact in the performance of the Agreement, without the other Party's Written consent.

16.10 Headings

The headings of sections and paragraphs in these BX Service Terms and Conditions are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the Agreement.