

Paymode-X® Operating Rules

These Paymode-X® Operating Rules (the “Operating Rules”) govern your (“Payer”, “you” or “your”) access to, and use of, the Bottomline Technologies, Inc.’s (“Bottomline”) Paymode-X SaaS network, systems, and documentation described herein (the “Services”). Coupa Software Inc. (“Coupa”) has been authorized by Bottomline to make the Services available to Payer. By using the Services, you agree to be bound by the Operating Rules. If you do not agree to these Operating Rules, or if you do not agree to any updates to these Operating Rules, do not use the Services. The Services are designed to enable payments to be made via Premium ACH, following receipt and validation of a Payment Authorization and corresponding Settlement Account funds. Bottomline will never possess Payer funds; Payer funds are received and held by the Banking Partner until such time as the funds are transferred by the Banking Partner to the respective Vendor(s) or returned to Payer. For the avoidance of doubt, Payer acknowledges that these Operating Rules only govern your access to and use of the Services when your role as a Network Member is as a Payer.

1. ENROLLMENT PROCESS

To enroll in the Services, Payer agrees to provide certain information, and any updates thereto, to Coupa and/or Bottomline. If Payer provides the information to Coupa, it authorizes Coupa to share the information with Bottomline. Further, Payer authorizes Bottomline to share such information with Banking Partner.

The information includes accurate and complete information about Customer, its business and/or its affiliates, as required by Bottomline and its banking partner, so as to allow Bottomline to comply with all applicable laws and regulations, including but not limited to those requirements associated with knowing your customers (“KYC”) and anti-money laundering (“AML”). Payer further authorizes Bottomline, Coupa and Banking Partner, directly or through third parties, both initially and from time to time thereafter, to validate the identity of the Payer, including directors, officers, shareholders and beneficial owners, evaluate creditworthiness, and verify any information provided by the Payer, including but not limited to verification of any bank accounts provided by Payer, and other matters related to KYC and AML. Upon request, Payer agrees to provide (all copies must be true and correct): Beneficial Ownership Certificate pursuant to 31 C.F.R. §1010.230, KYC application form, report of acceptable third-party identity verification service provider (business and principals) or Certificate of Good Standing, as applicable, and Office of Foreign Assets Controls (“OFAC”) Screening report. The information further includes Payer’s Trading Partner List, Payer’s bank account information, and any such additional information required to enroll Payer in the Services.

While Payer continues to use the Services, Payer shall provide notice to Coupa or Bottomline within the latter of: (i) two (2) business days of the occurrence thereof and (ii) prior to the next Payment Authorization thereafter, of: (a) change in beneficial ownership, together with an updated Beneficial Ownership Certificate; (b) any material change to the nature of business; (c) any Change of Control; (d) the occurrence of a Material Event, and if applicable, a plan for resolution of such Material Event.

2. SERVICES

Premium ACH. Premium ACH payments are Automated Clearing House (“ACH”) payments to a Vendor who incurs a Network Fee based on the Network Fee rate for its receipt of a payment made by Payer through its use of this ACH Service. Banking Partner may select an Automated Clearing House (“ACH”) processor for debit and credit transactions.

a. Payer authorizes Bottomline to originate electronic funds credits (and debits, as applicable) to the Payer Transaction Account, including ACH credit and debit entries, and acknowledges that such credits and debits are being originated on behalf of the Payer. All debits and credits initiated by Bottomline as part of providing the Services will be processed by the Banking Partner.

b. All payments sent through the ACH are made in accordance with NACHA Rules and Article 4A of the Uniform Commercial Code (“Article 4A”). Notwithstanding contrary provisions of Article 4A, Bottomline and Payer agree that the provisions of Article 4A shall apply to the Payer’s funding of the Settlement Account.

c. Unintended Payment. Except as provided herein, the provisions of Article 4A shall govern any unauthorized or misdirected Payment Authorizations or payments as if the Payer and its agents were a “sender,” the Banking Partner (and Bottomline, where applicable) were a “receiving bank,” the Payment Authorization were a “payment order,” and the Vendor were a “beneficiary,” as all of those terms are defined in Article 4A.

3. PROCESSING PAYMENTS

a. Payment Authorization. A payment instruction by the Payer will be transmitted electronically using the Coupa Pay Platform that instructs Bottomline to initiate a payment to a Vendor (“Payment Authorization”). Based on the submission of Payer’s authenticated Payment Authorization, Bottomline will provide payment Services on behalf of the Payer. Payer acknowledges that Payment Authorizations must be authenticated as set forth below:

i. Payment may only be initiated by the Payer submitting a Payment Authorization to Bottomline via the Coupa Pay Platform. Each Payment Authorization received by Bottomline shall initially be an “unauthenticated Payment Authorization”. An unauthenticated Payment Authorization will be deemed authenticated, and the Payer will be bound by the information therein, if, and only if: i) the Payment Authorization is issued in the Payer’s name, ii) the Payment Authorization contains all required information (e.g., identification of the Vendor and the amount of the payment), and iii) Coupa has adhered to the agreed upon security procedure.

b. Bottomline requires confirmation of the receipt of cleared funds in the Settlement Account prior to initiating the credit to the Vendor’s Transaction Account pursuant to a Payment Authorization. Processing of any payment may be delayed if the Banking Partner, the Vendor’s bank, and/or any other bank or processing entity involved in the processing of a payment is not open for business on a day on which it is required to act (for example, to accept a credit instruction). In the event Payer’s payment has been successfully processed by Bottomline and the funding is dishonored, rejected, or otherwise not paid to the Settlement Account, Payer shall work with Coupa so that the Payer may provide a remedy to the rejected funding transaction and any non-sufficient funds charge or similar fee incurred as a result of such delayed funding, as permitted under applicable law. In case of Bottomline being unable to fulfill its obligation of a lawful payment to the Vendor, Bottomline will initiate a return payment to the Payer Transaction Account.

c. Bottomline or Banking Partner may, in each party’s sole discretion, accept or reject any Payment Authorization at any time prior to disbursement of any payable amounts. For example, a Payment Authorization may be rejected if: i) it cannot be authenticated; ii) it does not comply with any processing limits set by the Payer, Bottomline, or Coupa, if applicable; or iii) processing the Payment Authorization would contravene security or risk parameters, violate these Operating Rules, or expose Bottomline or others (including Payer) to risks unacceptable to Bottomline. In the event of rejection, the respective payable amounts will be returned to the Payer.

d. Banking Partner is required to screen all transaction Requests for economic sanctions or trade embargoes imposed from time to time by (a) the US Department of the Treasury’s OFAC, or (b) United Nations Security Council, the European Union or any European Union member state, Her Majesty’s Treasury of the United Kingdom or any other relevant sanctions authority to determine whether transactions may constitute suspicious activity, such as identity theft, fraud, and money laundering. If applicable, Payer shall provide Bottomline (for Bottomline to provide to the Banking Partner) with a beneficial ownership certificate for the Payer or any underlying Person submitting payments through the Payer.

e. Payment Funding. Bottomline requires confirmation of the receipt of cleared funds in the Settlement Account prior to initiating the payment to the Vendor Transaction Account pursuant to a Payment Authorization. Processing of any payment may be delayed if the Banking Partner, or any other bank or entity involved in processing the payment, is not open for business on a day on which it is required to act (for example, to accept a debits or credit instruction). All debits and credits initiated by Bottomline as part of providing the Services to Network Members will be processed by the Banking Partner.

f. At all times prior to disbursement, in the event of an accepted Payment Authorization, or return to Payer, in the event of a rejected Payment Authorization, Payer’s funds will be held by Banking Partner for the benefit of the Payer, but need not be segregated from other funds held by Banking Partner; provided, under no circumstances shall Banking Partner be liable for interest on monies so deposited with Banking Partner, nor shall Banking Partner be required to invest such monies. Banking Partner need not collateralize or provide any security interest for any funds received by Banking Partner pursuant to this Agreement.

g. Unintended Payment. Bottomline will have no liability for relying upon any information provided by Payer as part of any authenticated Payment Authorization.

h. If a payment made in reliance upon any authenticated Payment Authorization is: i) misdirected or unauthorized; ii) an overpayment; iii) a duplicate payment; or iv) any other unintended payment, Bottomline will cooperate with the Payer and Coupa to attempt to recover the payment from the recipient(s), but the Payer acknowledges recovery may not be possible

and is not the liability of Bottomline.

i. Payer acknowledges and agrees that these Operating Rules, nor any transaction contemplated hereby, shall create or otherwise connote any fiduciary or other implied or express obligation of Banking Partner to Payer. For the avoidance of doubt, Banking Partner shall not assume the performance of or obligation under any contract between Payer and Coupa. Payer acknowledges and agrees that Banking Partner's only obligations to Payer are as expressly set forth in these Operating Rules and that Banking Partner is not, and shall not be deemed to be, responsible for the performance of any obligations set forth in any agreement between Payer and any Vendor or between any of Payer, Coupa and Bottomline, nor shall Banking Partner have any obligation to intervene in any dispute between Payer and any Vendor, Coupa or Bottomline.

4. RECORDS

Information concerning debits and credits to the Payer Transaction Account will be reflected in the Coupa Pay Platform (the "Records") and in the account statements provided by the Payer's banking partner (the "Payer's Bank Statements"). If there is a discrepancy between the Records and the Payer's Bank Statements, the Payer must provide written notice to Coupa, with a statement of relevant facts, within fourteen (14) days after receipt of the first Payer's Bank Statement or other notice from the Payer's Banking Partner (including the Payer's bank electronic notices and banking service websites), indicating the discrepancy.

5. OWNERSHIP AND LICENSE RIGHTS

Bottomline retains all ownership and intellectual property rights in and to the Services. Following Payer's enrollment and subject to compliance with any applicable agreement with Coupa and with these Operating Rules, Bottomline grants Payer a limited, nonexclusive, nontransferable, revocable license to access and use the Services in the United States. The Services are to be used solely for the Payer's internal business purposes and may only be accessed and used through the API provided by Coupa. There are no implied licenses under these Operating Rules and any rights not expressly granted to Payer under these Operating Rules are reserved by Bottomline.

Payer will not: (i) use or disclose the Services except as expressly permitted by these Operating Rules; (ii) remove or alter any copyright notices or other proprietary legends contained in the Services; (iii) disassemble, decompile, reverse engineer, modify in any manner, or create derivative works from the Services; (iv) access or copy the Services in order to build a similar or competitive product or service; (v) make the Services accessible or available to any third party; (vi) use the Services to operate a service bureau or otherwise provide the Services, or services similar thereto, to any third party; (vii) access the Services through any automated or semi-automated means, including spiders, robots, crawlers, indexers, scripts for screen or database scraping, or any other program, device, process or methodology that results in the collection of information through automated access to the Services; or (viii) use the Services in violation of any law or regulation.

6. CONFIDENTIALITY AND PRIVACY PROTECTIONS

a. Payer acknowledges that the Services and all intellectual property rights embodied therein, including lists of Vendors are confidential and remain the exclusive property of Bottomline. Payers may not disclose information about other Network Members, or identify other Network Members other than those which are the Payer's trading partners, to any third party. Bottomline acknowledges that Payers' trading relationships with their trading partners are confidential, and agrees not to disclose the relationship to any third party, except to provide the Services.

b. Protecting the privacy of Network Members is important to Bottomline. All information collected by Bottomline about Payer is subject to the Privacy Policy at <https://www.bottomline.com/us/privacy-policy>. Bottomline may, however, use and disclose the names and contact information of businesses identified in the Network Member's Trading Partner List as part of Bottomline's efforts to: (i) obtain contact information for the business, (ii) solicit the business for enrollment in the Network and, (iii) if the business enrolls as a Vendor, configure the business to receive payments from Payer. Furthermore, Bottomline may compile and disclose aggregate and anonymized system performance metrics and other statistical data from Transaction Data, but only when anonymized and aggregated with other Network Members' data so that it is not identifiable to any specific Network Members' data.

c. If Bottomline suspects or knows that Payer is using or has used the Services for unauthorized, fraudulent, or illegal

purposes, Bottomline may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with Bottomline's legal obligations. This information may include information about Payer and Transaction Data made through Payer's use of the Services.

7. BOTTOMLINE REPRESENTATIONS AND WARRANTIES

Bottomline represents and warrants to Payer that:

- a. Its agreement to be bound by these Operating Rules, and its performance in accordance with these Operating Rules, has been duly authorized and does not contravene any law, regulation or governmental rule.
- b. It will provide the Services in accordance with the applicable user documentation and all applicable laws. If the Payer notifies Coupa or Bottomline of a material failure of the Services to conform to the foregoing warranties, as the Payer's exclusive remedy, Bottomline will use commercially reasonable efforts to resolve the failure in accordance with its then-current policies.
- c. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, BOTTOMLINE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. BOTTOMLINE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE.

8. PAYER REPRESENTATIONS AND WARRANTIES

- a. The Payer represents and warrants to Bottomline that:
 - i. Its agreement to be bound by these Operating Rules, its performance in accordance with these Operating Rules, and its use of the Services have been duly authorized and do not contravene any law, regulation or governmental rule.
 - ii. Payer will use the Services only for payments to business or government entities. It will not send payments to any consumer or individual unless otherwise expressly agreed to by Bottomline and Coupa, and Payer will abide by all applicable laws, regulations, and other third party terms and conditions, if any, made available to Payer in relation to its use of the Services.
 - iii. Payer will promptly notify Coupa in writing upon learning of an event where it believes and/or has information that a person has, or may have engaged in the falsification of data related to use of the Service.
 - iv. Payer agrees to cooperate and continuously work with Coupa and Bottomline or any other applicable party throughout the course of any investigation of a potential or actual security event or any suspected or actual fraud related to the use of the Services. Payer's cooperation will include providing any additional documentation requested by Bottomline in connection with any review or investigation.
- b. The Payer acknowledges and agrees that:
 - i. The Services enable the Payer to make payments to other Network Members. The Payer will defend, indemnify and hold Bottomline and its representatives harmless from any claim or demand (including attorney fees) made by any third party arising out of Payer's improper use of the Services or breach of any of these Operating Rules.
 - ii. Bottomline's exclusive role in connection with payments is merely that of a data processor providing services to the Payer; and Bottomline, Coupa, Bottomline's Third Party Service Providers, if any, and Banking Partner act as a "mere conduit" and not an initial transferee in connection with payments.
- c. The Payer further acknowledges: (i) that Bottomline will charge a Network Fee to the Vendor in relation to each payment made by the Payer and received by the Vendor; (ii) Bottomline may affect the charge by deducting the amount of the Network Fee from the payment initiated by the Network Member or by debiting the Vendor's account; and (iii) Bottomline will have no liability for any claim made by the Vendor against the Network Member related to Bottomline's collection of the proper amount of the Network Fee.

9. LIMITATION OF LIABILITY

FOR PURPOSES OF THIS SECTION, BOTTOMLINE SHALL MEAN BOTTOMLINE, ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, COUPA AND THIRD-PARTY SERVICE PROVIDERS. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR OTHER INDIRECT DAMAGES OF ANY KIND WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATING TO THESE OPERATING RULES OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY), REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT BOTTOMLINE'S LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE TO EXERCISE REASONABLE CARE IN PROVIDING THE SERVICES.

BOTTOMLINE WILL NOT BE LIABLE FOR AND WILL BE EXCUSED FROM PROVIDING THE SERVICES IN THE EVENT OF ANY FAILURE OR DELAY DUE TO CIRCUMSTANCES BEYOND BOTTOMLINE'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO: (a) COMPLIANCE WITH REGULATIONS, ORDERS OR INSTRUCTIONS OF ANY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY DEPARTMENT OR AGENT THEREOF THAT DELAY OR RESTRICT PERFORMANCE HEREUNDER; (b) ACTS OF GOD, NATURAL DISASTERS, ACTS OF THIRD PARTIES INCLUDING TERRORIST ACTS, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, EMBARGOES, EPIDEMICS, WAR OR RIOTS; (c) ANY ACT, OMISSION, NEGLIGENCE OR FAULT (COLLECTIVELY, THE "ACTS") OF THE PAYER, TO THE EXTENT SUCH ACTS ARE THE CAUSE OF THE FAILURE OR DELAY; OR (d) BOTTOMLINE HAVING REASONABLE BELIEF THAT PERFORMING SUCH ACTIONS WOULD VIOLATE ANY LAW.

10. SUSPENSION OF SERVICES

Without prejudice to all rights and remedies available to Bottomline under these Operating Rules or applicable law, Bottomline may deny or suspend access to the Services and discontinue the Services immediately if: (i) Payer breaches any of these Operating Rules or applicable law, (ii) as a result of any due diligence or verification described in Section 1 "Enrollment Process", any of the following occurs: A) discrepancies that Bottomline, Coupa or Banking Partner deem incompatible with use of the Services which could potentially lead to a violation of any law or regulation, including but not limited to those associated with KYC, AML or applicable card brand rules; or B) it is determined in Bottomline's, Coupa's or Banking Partner's reasonable judgement that that processing any Payment Authorization(s) may be in violation of applicable laws or regulations including, but not limited to, the Patriot Act; and (iii) Payer undergoes bankruptcy, insolvency or other similar proceeding, to the extent permitted by law.

11. SEVERABILITY

If any provision of these Operating Rules is invalid or unenforceable under applicable law, then it will be changed, interpreted or severed, as appropriate to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

12. NO WAIVER

No delay or failure to exercise any right or remedy under these Operating Rules is deemed to be a waiver thereof. No waiver of any breach or default is a waiver of any other breach or default. Any waiver must be in writing.

13. NOTICES

Bottomline's Services may be covered by one or more of the patents listed at www.bottomline.com/us/bottomline-patent-marking-information. Notices required or permitted under these Operating Rules shall be made in writing and shall be deemed to have been duly given if sent by registered or certified mail (return receipt request). All notices shall be addressed to Bottomline at 100 International Drive, Suite 200, Portsmouth, NH 03801 attention Legal Contracts, with a copy to contracts@bottomline.com. All notices for Payer sent by mail or courier shall be addressed to the postal address designated in the Payer's membership profile. Notices for Payer sent through electronic mail may be unencrypted and sent to the address in the Payer's membership profile. Notices may also be sent to Payer by publishing and shall be deemed received by Payer five (5) business days after it is published.

14. GOVERNING LAW

Interpretation and enforcement of these Operating Rules, including any claim or dispute arising out of these Operating Rules, shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sales of Goods will not apply to the Services.

15. AMENDMENTS TO OPERATING RULES

These Operating Rules are binding on Bottomline and Payer and govern Payer's use of the Services and amend, and replace in their entirety, all previous versions of Operating Rules for Indirect Payers.

16. DEFINITIONS

Unless otherwise specified or inconsistent with the context, each of the following capitalized terms shall have the meaning set forth in this Section:

Banking Partner: the bank provider that processes payments made via the Services for the Payer.

Change of Control: (a) the consolidation or merger of one entity with or into any other entity; (b) the sale, transfer, or other disposition of all or substantially all of the assets of one entity or its affiliates to a third party; or (c) acquisition by any entity, group, or group of entities acting in concert, of control of an entity.

Insolvency Event: an event in which (i) Payer terminates, liquidates or dissolves its business or disposes of substantially all of its assets; (ii) Payer voluntarily, or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; (iii) Payer fails to generally pay its debts as they become due; or (iv) Payer experiences a material adverse change in its financial condition or its ability to perform its obligations under these Operating Rules.

Material Event: any event which (a) could have a material adverse effect on the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects, of the entity; (b) any Change of Control; (c) any change in the name, material change in the nature of business or change in the risk rating of the entity; (d) the occurrence of any data breach with respect to such entity; and (e) the occurrence of any regulatory examination of any such entity outside of the ordinary course.

Nacha Rules: the rules of Nacha (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Network Fees: the fees collected by Bottomline from a Vendor for payment(s) received through the Services.

Network Member: any entity that has enrolled to become a member of the Service Network.

Payer Transaction Account: the bank account designated by the Payer from which the amount needed to fund Payer's payment(s) are transferred to the Settlement Account for subsequent payment to the applicable Vendor's (or returned to Payer) in accordance with the agreement pursuant to which such Payer uses the Services.

Payment Authorization: a message transmitted electronically by Coupa on behalf of Payer that instructs Bottomline to initiate a payment from the Payer Transaction Account for payment to a Vendor or Payee.

Service Network: Network Members authorized by Bottomline to issue/receive Payments using the Services.

Settlement Account: the Banking Partner's account into which the Payer's funds are deposited for subsequent disbursement to the applicable Vendor or Payee or for return to the Payer.

Third Party Service Provider: a third party, if any, directly contracted with Bottomline to provide the Services.

Trading Partner List: Information provided by Coupa to Bottomline pertaining to Vendors that Payers wish to pay.

Transaction Data: data entered or loaded to the Services by Network Member or Coupa for purposes of obtaining the Services.

Vendor: a Network Member entity that is enrolled to receive payments through the Network.

Vendor Transaction Account: the bank account designated by the Vendor for receipt of payments from the Payer in accordance with the agreement pursuant to which such Vendor uses the Services.