

Article 1 - General

Under the following terms and conditions, Swift will supply to the Customer VPN hardware ("VPN Hardware") or VPN software ("VPN Software") as ordered using Swift's eOrdering service. VPN Hardware and VPN Software are each hereinafter referred to as a "VPN Product". The Customer may use a VPN Product solely in conjunction with Swift services and products, and the software contained in VPN Hardware may be used as an integral part of the use of the VPN Hardware only. It is a condition precedent to these terms and conditions becoming effective that the Customer is a duly registered Swift User, Swift Partner or Service Bureau.

Article 2 – VPN Software License

- 2.1 Swift grants the Customer a personal, non-exclusive, limited and non-transferable license to use VPN Software up to the applicable license restrictions. The Customer must use a VPN Product in accordance with these terms and conditions and any other relevant contractual arrangements with Swift. Subject to Article 7.6 below, the Customer shall not sublicense, transfer, or assign, whether voluntarily or by operation of law, any right or license in or to a VPN Product to any other person or legal entity, including a Customer Affiliate. Any such attempted sublicense, transfer, or assignment shall be void. Further, the Customer shall not (i) directly or indirectly, decompile, disassemble, reverse engineer, modify, unbundle, detach or separate any part of or embed within, or create derivative works based on, VPN Software; (ii) sell, resell, rent or lease a VPN Product; (iii) unless expressly authorized by Swift, make any copies of VPN Software except as reasonably necessary for archival and "cold" back-up purposes, but not for failover or "warm" back-up purposes; (iv) remove any readme files, notices, disclaimers, marks, or labels included in or on a VPN Product.
- 2.2 The license start date will commence when VPN Software has been made accessible to Customer. The license will end at the termination of maintenance services for any reason.
- 2.3 Customer's right to use VPN Software as part of a third party cloud service is subject to the ongoing validity and compliance with the applicable third party cloud service terms of use imposed by the third party cloud service provider. Termination, suspension, or unavailability of the third party cloud service is at Customer's own risk and Customer acknowledges that Swift shall have no liability or duty arising out of any such termination, suspension or unavailability.

Article 3 - Title, Risks and Acceptance

- 3.1 Subject to articles 3.2 and 7.6 below, title to the VPN Hardware shall pass to the Customer upon full payment of the applicable one-time fee or, if no one-time fee is due, upon delivery.
- 3.2 Any and all rights, including title, ownership rights, copyright, trademarks, patents and any other intellectual property rights of whatever nature in

VPN Software or the software contained in the VPN Hardware, including any associated processes or derivative works, shall at all times remain the sole and exclusive property of the VPN Product manufacturer or its licensors. No rights are granted to the Customer in respect of such software other than those set forth in these terms and conditions. The Customer shall not remove, alter, cover, obscure or cancel from view any copyright or other notices of proprietary rights, marks or legends appearing on or contained in a VPN Product.

- 3.3 Save to the extent that Swift is prohibited under applicable laws and regulations to obtain any import licence or other official authorization and, where applicable, to carry out all customs formalities necessary for the import of the VPN Hardware, the delivery of the VPN Hardware is 'Delivered duty paid' (DDP) at the delivery address designated by the Customer in the order form - or such other address as may be subsequently agreed in writing by Swift and the Customer - provided always that the Customer shall co-operate and provide all reasonable assistance to Swift for the export and import of the VPN Hardware. VPN Software is delivered through Customer download.
- 3.4 Acceptance of a VPN Product shall take place upon delivery. If the Customer however demonstrates to the reasonable satisfaction of Swift that the delivered VPN Product does not conform to the specifications, and if Swift is unable for whatever reason to implement a reasonably satisfactory remedy thereto within a reasonable period of time considering the nature of the problem, the Customer shall be entitled, as its sole and exclusive right and remedy, to a refund by Swift of all fees and charges paid by the Customer in respect of the defective VPN Product.

Article 4 - Price, Invoicing and Payment Conditions

The Customer must pay to Swift all charges and fees applicable to it for and in connection with the supply and use of a VPN Product. These charges and fees are as notified by Swift to the Customer from time to time. Equally, the terms and conditions relating to invoicing by Swift and payment by the Customer are as notified by Swift to the Customer from time to time. For more information about the price, invoicing and payment conditions for the VPN Product, see typically the Swift price list (latest version available on the Knowledge Centre on the Swift website).

Article 5 - Warranties

- 5.1 If a third party ever makes a bona fide claim that the supply or permitted use of a VPN Product, in whole or in part, infringes its intellectual property rights, Swift undertakes to ensure that the Customer shall enjoy the benefit of any right or remedy granted to Swift by the manufacturer of the VPN Product or its licensors in respect of any such claim.
- 5.2 This Article 5 states the sole and exclusive rights and remedies of the Customer concerning the infringement of intellectual property rights of third parties, or allegations of infringement.

- 5.3 WITHOUT PREJUDICE TO THE FOREGOING, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SWIFT DOES NOT GIVE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUPPLY OR USE OF A VPN PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE CONDITION, QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE OF THE VPN PRODUCT.

Article 6 – Support and Maintenance

- 6.1 In the event of a problem regarding the supply or use of a VPN Product, the Customer must promptly notify one of the regional Customer Support Centres thereof. For more information about how to contact the regional Customer Support Centres and how Swift will handle any such notification, see the then current version of the Swift Support service description (latest version available on the Knowledge Centre on the Swift website).
- 6.2 The maintenance service includes the upgrade of the VPN Product, including any software upgrade, as notified by Swift with reasonable advance notice. The Customer must use only that version of the VPN Product that is currently supported by Swift. In the event that a VPN Product needs to be upgraded, the Customer must in particular follow any guidelines and other directions given by Swift to ensure that the VPN Product is duly and timely upgraded.
- 6.3 The maintenance service further includes the repair or replacement, at Swift's discretion, of the VPN Product if it fails to conform to the specifications.

Article 7 – Customer Responsibilities

- 7.1 The Customer must comply with any guidelines or instructions in force given by Swift regarding the use of the VPN Product. For more information about how to use VPN Product, the Customer must in particular refer to the relevant service description and other documentation referred to therein (typically, the then current version of the relevant Alliance Connect service description - latest version available on the Knowledge Centre on the Swift website). It is the responsibility of the Customer to access the then current version of the relevant service description and other documentation (whether in paper or electronic format) so as to be aware of and comply with all terms and conditions for the time being applicable to it in connection with the use of a VPN Product. To assist customers, Swift publishes various newsletters. These typically inform customers by email about the latest news, changes, known problems and solutions, and frequently asked questions.
- 7.2 Without prejudice to the other terms and conditions, the installation and use of the VPN Product is the sole responsibility of the Customer.
- 7.3 The Customer shall not re-export a VPN Product without Swift's prior agreement. In all cases, the

customer must comply with all relevant laws and regulations regarding the export, import, and use of the VPN Product.

- 7.4 The Customer recognises the confidentiality of a VPN Product and its documentation, and agrees not to disclose it, in whole or in part, to a third party without the prior written approval of Swift.
- 7.5 The Customer must not assign, transfer, sub-license or sub-contract any rights or obligations in connection with the supply of a VPN Product or the provision of the maintenance services without Swift's prior written consent.
- 7.6 Upon termination of maintenance services with respect to any VPN Hardware for any reason, the Customer must comply with Swift's instructions regarding disposition of such VPN Hardware. Swift will issue any such instructions within 15 days of the termination of maintenance services. Swift will bear any shipment charges in connection with Swift directed pick-up of the VPN Hardware, assuming the Customer follows Swift's instructions. If the Customer fails to properly and timely follow any such instructions, Swift reserves the right to charge the Customer the then current one-time fee for the VPN Hardware (or equivalent) concerned and the Customer must pay such amount to Swift.

Article 8 - Damages - Limitation of Liability

- 8.1 The Customer hereby recognises that the use of a VPN Product shall in no way deny or be regarded as a substitute for usual business prudence and practice.
- 8.2 Subject to the other provisions of Article 8, Swift accepts liability (whether in contract, tort or otherwise) to the Customer in connection with the supply or use of a VPN Product solely for direct damages or losses arising out of Swift's default up to the amount paid by the Customer to Swift for the VPN Product.
- 8.3 Swift shall bear no liability for:
- any unforeseeable loss or damage (whether direct or indirect);
 - any loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, interruption of business, or other similar pecuniary loss howsoever arising (whether direct or indirect); or
 - any indirect, special, or consequential loss or damage of any kind.
- 8.4 Swift shall under no circumstances be obliged to perform any obligation or have any liability to the extent resulting from:
- any unauthorised or improper downloading, possession, installation, access to or use of a VPN Product;
 - the provision or use of services or products not supplied by Swift for use in connection with the VPN Product;
 - any act, fault or omission of the Customer or a third party for which Swift is not responsible; or
 - Force Majeure.
- 8.5 To have a valid claim, Swift must receive it within 12 months of the date on which the claiming Customer becomes aware of (or should reasonably

have become aware of) the event giving rise to the claim.

- 8.6 Any limitation or exclusion of Swift liability applies except for fraud or gross negligence of Swift, or to the extent prohibited under applicable law.

jurisdiction of the competent court of Brussels, Belgium.

Article 9 - Term of the Agreement and Termination

- 9.1 These terms and conditions shall be binding on Swift upon Swift's confirmation of acceptance of the Customer's order for a VPN Product.

- 9.2 Either party may terminate the provision of the maintenance services of a VPN Product upon three (3) months prior written notice to the other.

- 9.3 Either party is also entitled to terminate the maintenance services of a VPN Product immediately upon written notice to the other party if:

- that other party shall be in material breach of any obligation applicable to it and such breach either shall be incapable of remedy or shall continue unremedied for a period of 30 days after notice of the breach thereof shall have been given in writing to that other party;
- that other party shall become insolvent or generally fail to pay, or admit its inability to pay, all or a substantial part of its debts as they become due, or shall apply for or be granted a moratorium; or
- a receiver, manager, administrator or liquidator is appointed over the whole or any substantial part of that other party's business or assets, or any steps shall be undertaken to that effect.

- 9.4 Termination of Alliance Connect for any reason whatsoever shall automatically terminate the provision of any maintenance services of the VPN Product(s) covered by the terminated Alliance Connect.

- 9.5 In case of termination of the maintenance service of a VPN Product for any reason whatsoever, the Customer must immediately stop use of the VPN Product.

Article 10 - General

- 10.1 These terms and conditions together with the information set out on Swift's eOrdering service or in other relevant contractual arrangements with Swift constitute the entire contract between the Customer and Swift for the supply of the VPN Product and the provision of the maintenance service. Any conflicting conditions in letters or other documents issued by the parties have no bearing thereon.

- 10.2 Any notice or other communication required or permitted under these terms and conditions shall, except as otherwise specified, be in writing and shall be personally delivered or sent by a means evidenced by a delivery receipt. Such notice or communication shall be effective upon receipt.

- 10.3 These terms and conditions shall be governed by Belgian law. Any claim brought by the Customer arising out of or in connection with the supply of a VPN Product or the provision of the maintenance services that cannot be settled by mutual agreement shall be subject to the exclusive