



**AT&T**  
**SWIFT Connectivity**  
**Proposal**  
**for**  
**Štátna pokladnica**

Reference:

PS\_<25APR24>\_SN\_<Pokladnica>\_v1



**SWIFTNet. Delivered.**

<http://www.corp.att.com/worldwide/swiftnet>



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## 1 AT&T COMPANY PROFILE

AT&T is besides a recommended SWIFT network partner, the **largest** integrated communications solutions provider with:

- A next generation network infrastructure
- Global coverage
- Financial stability
- A strong management record

Since our accreditation by SWIFT as a Network Partner in 2003, AT&T operates over 1100 SWIFT End User network connections in over 60 countries.

AT&T's SWIFT Alliance connectivity solutions are based on AT&T's global next generation network platform that offers daily end-to-end performance guarantees of over 99,999%. AT&T's global network ensures the highest levels of security, availability and reliability essential for the fast and efficient transfer of financial and corporate data.

AT&T's service portfolio is backed by AT&T Labs R&D. AT&T Labs is the **innovation engine** behind the new AT&T world-class technology

- 4,500 experienced technical professionals
- 75%+ advanced degrees
- Over 6,000 patents worldwide
- Collaboration initiatives with over 90 universities around the world

Our unmatched ability to deliver value via the world's most advanced communications network at competitive prices has earned the highest customer satisfaction levels in the industry, as testified by leading analysts.

AT&T has a robust financial record: in 2017, we generated revenues in excess of USD 130 billion.

With a history of prudent financial management AT&T has among the strongest balance sheets in the telecommunications industry, making AT&T the right partner for you to engage with.



## 2 PROPOSAL

### 2.1 Introduction

AT&T offers you an end-to-end SWIFT connectivity service. Based on the selected Alliance Connect option, we offer you all required network service components. **AT&T is your sole interface to order and deliver the network connectivity solution.**

SWIFT's Alliance Connect portfolio solutions are based on the following 2 components:

- AT&T VPN service elements (secure physical transport):
  - Network Port offering international connectivity to the SWIFT VPN
  - Class of Service Package (equal to port speed) to allow fast delivery of the SWIFT messages
  - Local access line between your location and the AT&T VPN in-country network node based on Ethernet technology
  - Managed Cisco router at your location to transmit data over the network.
- Juniper VPN devices (managed and provided by SWIFT): SWIFT provides and maintains the VPN boxes to warrant integrity, resilience and security.

### 2.2 AT&T solution: AT&T VPN (AVPN) Service

This AT&T solution provides you redundant international access to the SWIFT production environment.

**Through our in-country AT&T network nodes, we offer you Ethernet based MPLS access to 5 international AT&T – SWIFT interconnections, located in Europe, Asia Pacific and the United States.**

AT&T VPN Service provides IP enabled, application-aware managed wide area networking (WAN) services that deliver secure, flexible and high quality access to SWIFT applications.

The AT&T VPN Service:

- A globally consistent MPLS network based on future proof robust Ethernet technology;
- A solution in line with your exceptional security requirements;
- Application Awareness: offered Class Of Service (COS) package is designed to support applications that carry business data and transactional traffic where packet delivery and round trip times are important
- AT&T VPN service is accredited by SWIFT



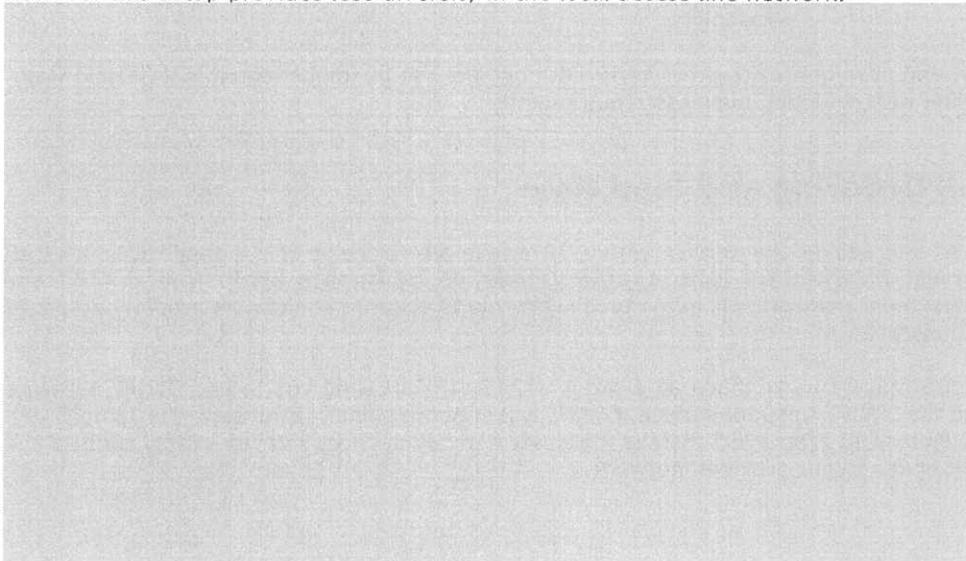
## 2.3 Alliance Connect Options

SWIFT allows for different connectivity options. These concentrate around VPN box configurations whereby:

- You order the desired VPN box configuration from SWIFT when placing your SWIFT e-Order to order a SWIFT add or change.
- AT&T installs the network service (AVPN)
- At your convenience, you can install the VPN boxes in the desired setup: this is a straightforward action, described in an Installation Guide that comes with the VPN boxes.
- SWIFT provides you a VPN box replacement service: SWIFT will provide telephone assistance for swapping the Juniper boxes in case of failure.

### Half Alliance Connect Gold

Alliance Connect Gold offers connectivity to SWIFT through two private AVPN connections of the same speed. The customer can buy one AVPN connection from AT&T and the second secure connection from another SWIFT approved network partner, however this setup provides less diversity in the local access line network.



The Alliance Connect Gold configuration protects against a failure of the Network Partner's router, local access line and the VPN box through automatic fall-over to the second line.

By leveraging the AT&T's international AVPN network, Alliance Connect Gold offers the highest resiliency and service level.



## 2.4 AT&T VPN Ports

The following table shows the ranges of daily SWIFT message volumes with the corresponding port speeds:

Daily FIN Message Volumes	AVPN Port Speeds
91,001 – 337,500	2 Mbps
337,501 – 675,000	4 Mbps
675,001+	6 Mbps

In order to move/upgrade your Alliance Connect Gold connection, we propose to add a new Ethernet based MPLS connection and delete the existing AVPN connection afterwards.

- AT&T uses Ethernet based service because legacy TDM/SubE1 access is no longer available;
- The proposed AVPN ports are Class of Service (COS) enabled. COS is configured at port speed. The SWIFT application traffic is marked as high priority: the timely delivery of the SWIFT application traffic is ensured end-to-end;
- AVPN outperforms the competition on stability, reliability and availability.

Up- and downgrades to other bandwidth options can be implemented in a flexible way, in line with changing business requirements.

## 2.5 Ordering and lead time

AT&T will deliver the service within 12 weeks after receipt of a signed order and all correct information (site contacts, location addresses etc.). A local AT&T site deployment manager will get in touch with you to ensure the site gets properly prepared and installed.

Please make sure to place an e-order with SWIFT allowing you to use SWIFT software and the SWIFT network service. SWIFT will at some point in time send the Juniper VPN boxes to you: after AT&T installs the AVPN network service, you can simply connect the VPN boxes to our provided network.



## 2.6 Operational Support

In case of an operational issue of any kind with the Alliance Connect service, SWIFT and AT&T have agreed that you will log all such trouble tickets with the regional SWIFT Customer Service Centres.

Upon logging a trouble ticket, SWIFT will analyze the fault; in case your trouble ticket concerns a network related issue, SWIFT will open a trouble ticket with AT&T. SWIFT will follow-up with AT&T towards resolution and SWIFT remains your operational single point of contact.

Please find herewith the contact details logging a trouble ticket with SWIFT:

Customer Services Centre Asia Pacific  
Telephone number: [REDACTED]  
E-mail address: [REDACTED]

Customer Services Centre EMEA  
Telephone number: [REDACTED] 2  
E-mail address: [REDACTED] 1

Customer Services Centre Americas  
Telephone number: [REDACTED]  
E-mail address: [REDACTED]



## 2.7 Financial Details

The below proposed AVPN connection can be used as one leg of an Alliance Connect Gold pack (ie Half Alliance Gold). You will have to purchase the other leg of the Alliance Gold pack from another SWIFT accredited network partner.

In order to safely move or upgrade your SWIFT Alliance Gold connection, AT&T proposes to:



Country: Slovakia  
Currency: EUR

AVPN Service Element	Specification	Qty	One-Time Charge	Monthly Recurring Charge
AVPN Port		2	900.00	1,264.00
AVPN Class of Service		2	162.00	121.60
AVPN Managed Router		1	-	144.40
AVPN Managed Router		1	-	372.40
XL AVPN Managed Router Dual Power Supply		1	-	7.60
AVPN Managed Router Feature		1	-	26.60
Access Line to AT&T Node		1	-	173.60
Access Line to AT&T Node		1	-	185.96
<b>Total</b>			<b>1,062.00</b>	<b>2,296.16</b>

Pricing is based on 3-years Minimum Period of Service, and excludes VAT and any other applicable local taxes and duties.

## 2.8 Customer Responsibilities

### 2.8.1 Out of Band Management Requirement

The AVPN Managed Router comes with a WIRELESS or PSTN modem to connect a wireless or analogue line for "out of band" diagnosis purposes. If a service problem occurs, AT&T has to perform "out of band" diagnosis activities to log on to the router. During the implementation process, the AT&T Project Manager will ask you to either:

- 1) Measure and confirm that wireless signal strength is -95dB (Decibels) within a radius of 25 feet from the AVPN Managed equipment installation location; or
- 2) Foresee a direct analogue line.





### **2.8.2 Inside Wire Cabling**

During implementation, you will be asked to provide all inside wire cabling necessary to extend the PTT access line from the point where the PTT enters the site (dmarc or meet-me room) to the location where the AT&T managed router will need to be installed.



### **3 AT&T ORDERING**

#### **Relationship between SWIFT End-Users and AT&T**

The contractual relationship for services provided by AT&T to SWIFT End-Users is defined as follows:

Services provided by AT&T are:

- AT&T Virtual Private Network (AVPN) service

By signing the SWIFT Authorized Pricing Schedule you agree that the following documents are incorporated by reference herein:

- The AT&T Master On-Line Terms and Conditions for SWIFT Members
- AT&T On-Line Terms and Conditions for Connecting a SWIFT Member to the SWIFT IP Backbone

All the above referenced documents that are incorporated in the SWIFT Authorized Pricing Schedule can be found <http://www.corp.att.com/swiftnet/agreement>

UserID and Password to access the above listed URL can be obtained by sending a request to [swiftnet@att.com](mailto:swiftnet@att.com)

SWIFT End-Users will be directly invoiced by the AT&T Local Service Provider pursuant to Article 2 of the Master Agreement. Charges shall be as defined in the SWIFT Authorized Pricing Schedule signed by the SWIFT End-User receiving the service.

All payments due by SWIFT End-Users shall be payable to the AT&T Local Service Provider in the currency specified in the Authorized Pricing Schedule.

Management of Service Level Objectives and Reporting shall be undertaken between AT&T and SWIFT.



AT&amp;T Master Agreement Reference: MA000006

## AT&amp;T Authorized Pricing Schedule for SWIFT End Users

CUSTOMER Legal Name ("Customer") or ("SWIFT End User") and Customer Address	AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Štátna pokladnica	AT&T Global Network Services Belgium Luxembourg SPRL	Name: [REDACTED]
Customer Billing Address (if different from Customer Address)	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Sales Contact Information (if applicable)
Štátna pokladnica, Radlinského 6929/32, 810 05 Bratislava 15  BIC CODE: SPSRSKBA	Name: [REDACTED] Title: [REDACTED] Telephone [REDACTED] Street Address: Spaces Tour & Taxis, Bus 100, Block 6, 7 Rue Picard City: Brussels Country: Belgium Zip Code : B-1000	Name: [REDACTED] Company Name: AT&T Global Network Services Agent Address: Einsteinova 24 City Bratislava Country: Slovakia Zip Code: 85101 Telephone: [REDACTED] Fax Email: [REDACTED]
Customer Contact		
Name: [REDACTED] Title: Manager Telephone: [REDACTED] Email: [REDACTED]		

As a result of being accredited as a SWIFT recommended Network Provider, AT&T is able to provide various services ("Services") to the SWIFT End-Users.

The Customer signatory to this Authorized Pricing Schedule agrees that the following documents, available on [www.corp.att.com/swiftnet/agreement](http://www.corp.att.com/swiftnet/agreement) are incorporated by reference herein:

- (a) AT&T On-Line Terms and Conditions for Connecting a SWIFT End-User to the SWIFT IP Backbone located at the above address
- (b) The AT&T Master On-Line Terms and Conditions for SWIFT End-Users located at the above address.
- (c) AT&T Service Guide located at [http://serviceguidenew.att.com/sq\\_landingPage?tgtPg=sq\\_transitionpage](http://serviceguidenew.att.com/sq_landingPage?tgtPg=sq_transitionpage) (go to "Service Guide Library") or such other AT&T designated location as may be referenced in the Master Terms and Conditions from time to time;

In order to be valid and binding on AT&T, this document must not be altered. Customer should sign where indicated and return the document by fax or by courier or by an attached scan in an email to the address shown in the AT&T Sales Contact Information box above. Once AT&T has received the signed, unaltered Authorized Pricing Schedule, AT&T will send an email to the email address identified in the Customer Contact box above acknowledging receipt of the Authorized Pricing Schedule, and confirming that AT&T will now proceed to deliver the ordered Services. Where Customer has not received the relevant email confirmation, Services will not be enabled and Customer should check for an update with the AT&T Sales Contact identified above.

AGREED:

CUSTOMER: State treasury (Štátna pokladnica)

By: [REDACTED]

(Authorized Signature)

Ing. Jana Ďuricová  
(Typed or Printed Name)Director of State treasury  
(Štátna pokladnica)  
(Title)

(Date)

AT&amp;T:

By: [REDACTED]

(Authorized Signature)

Marcel Boejé  
(Typed or Printed Name)Director-Sales Management  
(Title)  
[REDACTED]  
(Date)



AT&T Master Agreement Reference: MA000006

AT&T Authorized Pricing Schedule for SWIFT End Users

ORDER DETAILS

Customer hereby contract via this Authorized Pricing Schedule for the following Services that you wish to order from AT&T in the locations in those country(ies) (the "Countries") that you have indicated in the table below.

1. Site Info

<b>Install Address:</b>	
Site name (Site alias) :	
Street & number :	
City :	Bratislava
State / Province :	
Country :	Slovakia
Zip Code:	851 01
Main telephone number:	

1a. AT&T VPN Service Component, Charges

Currency: EUR

	AT&T Service Component (s) Ordered (fill in Local Access 2.b below)	Installation Charge	Monthly Charge
	MPLS Port Fixed Rate – 6M	450,00	632,00
	COS Package Business Data– 6M	60,00	60,80
	MPLS Managed Router – XL	-	372,40
	MPLS – XL router dual power supply	-	7,60
	<b>Total</b>	<b>510,00</b>	<b>1072,80</b>

1b. Local Access, Charges

Currency: EUR

	Local Access (non – US) Component(s) – Speed (Mb)	Access Activation Charge	Monthly Local Access Charge
	AVPN-ETH 6mbps to Bratislava, 100 - BaseT, RJ-45, Specific carrier: Slovak Telekom	-	173,60
IGLOO QUOTE ID:			

### AT&T Authorized Pricing Schedule for SWIFT End Users

## 2. Site Info

<b>Install Address:</b>	
Site name (Site alias) :	
Street & number :	
City :	Bratislava
State / Province :	
Country :	Slovakia
Zip Code:	814 88
Main telephone number:	

### 2a. AT&T VPN Service Component, Charges

**Currency:** EUR

	AT&T Service Component (s) Ordered (fill in Local Access 2.b below)	Installation Charge	Monthly Charge
	MPLS Port Fixed Rate – 6M	450,00	632,00
	COS Package Business Data– 6M	60,00	60,80
	MPLS Managed Router - Small	-	144,40
	AVPN Mgd CPE Feature - Gig Ethernet-High End	-	26,60
	<b>Total</b>	<b>510,00</b>	<b>863,80</b>

## 2b. Local Access, Charges

**Currency:** EUR

	Local Access (non – US) Component(s) – Speed (Mb)	Access Activation Charge	Monthly Local Access Charge
	AVPN-ETH 6mbps to Vienna-SK, 100-BaseT, RJ-45, specific carrier: SWAN	-	185,96
IGLOO QUOTE ID: <span style="background-color: #cccccc;">XXXXXXXXXX</span>			

### 3. Further Site and contact Identification:

<b>Local Technical contact name / phone number/ e-mail</b>	
Name:	
Title:	
Telephone:	
Email:	
<b>Customer Project Manager / phone number/ e-mail</b>	
Name:	
Title:	
Telephone:	
Email:	

#### 4. Withholding Tax.



AT&T Master Agreement Reference: MA000006

#### AT&T Authorized Pricing Schedule for SWIFT End Users

Payment for the charges set forth above shall be made without deduction or withholding amounts for or on account of any tax, duty or other charges, of whatever nature (including, without limitation, any surcharges, interest and penalty and excluding any taxes on AT&T's net income) imposed by any taxing authority. If Customer is or was required by law to make any deduction or withholding from any payment due to AT&T invoicing entity, then notwithstanding anything to the contrary contained in the Master Terms and Conditions, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for taxes, the net amount received by the AT&T invoicing entity will not be less than it would have received had no such deduction or withholding been required.

Detailed information concerning the Service(s) as well as Customer's local Country information are set forth in the applicable AT&T Service Guide.

#### 5. Additional information

Purpose of this document is to update the pricing of the managed router and list of components installed as part of the SWIFT Connectivity solution.

#### Filled in by AT&T

<b>AT&amp;T Internal:</b>
IGLOO QUOTE ID REF: [REDACTED]
ROME SR: [REDACTED]
ROME WR: [REDACTED]
AVPN NBI #: [REDACTED]
BET #: [REDACTED]

End of document



AT&T Master Agreement Reference: MA000006

**AT&T Authorized Pricing Schedule for SWIFT End Users**

**4. Withholding Tax.**

Payment for the charges set forth above shall be made without deduction or withholding amounts for or on account of any tax, duty or other charges, of whatever nature (including, without limitation, any surcharges, interest and penalty and excluding any taxes on AT&T's net income) imposed by any taxing authority. If Customer is or was required by law to make any deduction or withholding from any payment due to AT&T invoicing entity, then notwithstanding anything to the contrary contained in the Master Terms and Conditions, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for taxes, the net amount received by the AT&T invoicing entity will not be less than it would have received had no such deduction or withholding been required.

Detailed information concerning the Service(s) as well as Customer's local Country information are set forth in the applicable AT&T Service Guide.

**Filled in by AT&T**

<b>AT&amp;T Internal:</b>	
IGLOO QUOTE ID REF:	
ROME SR:	
ROME WR:	
AVPN NBI #:	
BET #:	

End of document

**AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS****AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS****AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS**

The SWIFT End-User's contract with AT&T comprises these Master Terms and Conditions together with the terms and conditions of (a) the applicable AT&T Service Guide; (b) AT&T's Acceptable Use Policy (relevant only to Services which involve internet access); and (c) all other service specific terms and conditions signed by SWIFT End-User or referenced in a document signed by SWIFT End-User (each an "**Attachment**") (collectively the "**Agreement**"). In the event of an inconsistency among terms, the order of priority shall be the applicable Attachment (including its Addenda, if any); then the Authorized Pricing Schedule; then these Master Terms and Conditions; then, if applicable, AT&T's Acceptable Use Policy; and then any applicable Service Guide.

These Master Terms and Conditions shall be binding on the SWIFT End-User, as soon as such SWIFT End-User either (a) signs an AT&T Authorized Pricing Schedule; (b) authorizes any on-line order for Services from AT&T, referencing these Master Terms and Conditions; or (c) is party to a regular Pricing Schedule requiring signature on behalf of AT&T and SWIFT End-User; and shall continue to be binding for so long as any such Service continues to be provided by AT&T.

The SWIFT End-User's contract shall be formed with AT&T Global Network Services Belgium Luxembourg SPRL ("Lead AT&T Affiliate"). To the extent that Services are provided outside of Belgium, Lead AT&T Affiliate shall assign its rights to provide the Services to another Affiliate or local service provider. However, Lead AT&T Affiliate shall remain responsible vis-à-vis the SWIFT End-User for the provision of the Services, as more particularly set out at Section 15.2 of these Master Terms and Conditions.

The following terms and conditions shall apply to the provision and use of Services provided by AT&T pursuant to this Agreement.

**1.0 DEFINITIONS**

The following terms shall have the meanings set forth below:

"**AUP**" means AT&T's Acceptable Use Policy, as revised by AT&T from time to time, located at [www.att.com/aup](http://www.att.com/aup) or such other AT&T-designated location.

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**AT&T**", means, and includes for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, Lead AT&T Affiliate, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection and co-location service providers and suppliers.

"**AT&T Authorized Pricing Schedule**" means a Pricing Schedule incorporating these Master Terms and Conditions and any other applicable Attachments, which is authorized by AT&T for acceptance by the applicable SWIFT End-User, without requiring an AT&T counter-signature.

"**AT&T CPE**" means equipment provided under this Agreement by AT&T or its suppliers and located at a Site. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

"**AT&T Software**" means all Software other than Third-Party Software.

"**Content**" means information (excluding AT&T information) made available, displayed or transmitted (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service, including all trademarks, service marks and domain names contained therein, SWIFT End-User and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

"**Customer**" or "**SWIFT End-User**", an authorized customer of the SWIFT community which has been permitted to utilize SWIFT's services by its Board of Directors and meets necessary criteria for accessing AT&T services including signature of an AT&T Authorized Pricing Schedule. The term includes, for the purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, SWIFT End-User, its Affiliates, and its and their employees, directors, officers, agents, and representatives.

"**Customer Equipment**" means equipment owned by SWIFT End-User. Customer Equipment includes any internal code required to operate such Equipment.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"**Equipment**" means "AT&T CPE", "Customer Equipment" and "Purchased Equipment."

"**INFORMATION**" means proprietary information of either party that is disclosed to the other party in the course of performing or evaluating potential amendments to this Agreement, provided such information (except for Content) is in written or other tangible form that is clearly marked as "proprietary" or "confidential".

"**Lead AT&T Affiliate**" means AT&T Global Network Services Belgium Luxembourg SPRL



**AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS**

**"Marks"** means each party's trade names, logos, trademarks, service marks or other indicia of origin.

**"Pricing Schedule"** means a pricing schedule to an Attachment.

**"Purchased Equipment"** means equipment sold under a separate Agreement by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

**"Service"** means a service (including Equipment) provided under this Agreement.

**"Service Component"** means the individual components of a Service that SWIFT End-User orders under a Pricing Schedule.

**"Service Guide"** means the applicable portion of a Service Guide that is identified and incorporated in an Attachment.

**"Site"** means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

**"Software"** means all software and associated written and electronic documentation and data licensed by AT&T to SWIFT End-User in connection with a Service. Software does not include software that is not furnished to SWIFT End-User.

**"Third-Party Software"** means Software that AT&T licenses from a third party.

**"User"** means anyone (including SWIFT End-User Affiliates) who uses or accesses any Service purchased by SWIFT End-User under this Agreement, but excluding unauthorized parties that, after SWIFT End-User has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without SWIFT End-User's knowledge.

**2.0 CHARGES AND BILLING**

2.1 SWIFT End-User shall pay AT&T for SWIFT End-User's and Users' use of the Services at the rates and charges specified in the Attachments and the Pricing Schedules, without deduction, setoff or delay for any reason. Charges set forth in the Attachments and the Pricing Schedules are exclusive of any applicable taxes. At SWIFT End-User's request and with AT&T's consent (which may be withheld if AT&T determines there would be operational impediments or an inability to claim tax credits), SWIFT End-User's Affiliates will be invoiced separately and AT&T will accept payment from such Affiliates; provided, however, SWIFT End-User shall remain responsible for payment if its Affiliate does not pay charges in accordance with this Agreement. AT&T may require SWIFT End-User to tender a deposit if AT&T determines in its reasonable judgment that SWIFT End-User is not creditworthy.

2.2 SWIFT End-User shall pay all taxes (excluding those on AT&T's net income), duties, levies, shipping charges and other similar charges (and any associated interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by SWIFT End-User to AT&T prior to the delivery of Services. To the extent SWIFT

End-User is required to withhold or deduct non-U.S. income taxes from payments due to AT&T, SWIFT End-User shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable Tax Convention and shall furnish AT&T with such evidence as may be required by U.S. taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

2.3 Payment is due within thirty (30) days after the date of the invoice and must refer to the invoice number. Charges will be quoted and invoices shall be paid in the currency specified in invoice. Restrictive endorsements or other statements on checks accepted by AT&T will not apply. SWIFT End-User shall reimburse AT&T for all costs associated with collecting delinquent or dishonored payments. Where payments are overdue, AT&T may assess interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law.

2.4 SWIFT End-User shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. SWIFT End-User must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else SWIFT End-User waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made within fifteen (15) days of AT&T's notice to SWIFT End-User.

**3.0 RESPONSIBILITIES OF THE PARTIES; AFFILIATES**

3.1 AT&T agrees to provide Services to SWIFT End-User in accordance with this Agreement, subject to the geographic and technical scope of the Services and availability of necessary facilities, equipment and access.

3.2 Each party shall comply with all applicable laws and regulations.

3.3 AT&T grants to SWIFT End-User the right to permit Users to access and use the Services, provided that SWIFT End-User shall remain solely responsible for such access and use.

3.4 If a Service is provided over or includes access to the Internet, SWIFT End-User and its Users shall comply with the AUP. If SWIFT End-User fails to rectify a violation of the AUP within five (5) days after receiving notice thereof from AT&T, then AT&T may suspend the applicable portions of the Service. AT&T reserves the right, however, to act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines: (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may

**AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS**

cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another SWIFT End-User's use of AT&T Services or the Internet; or (iii) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's SWIFT End-Users or their respective employees.

3.5 Except for IP addresses, domain names and telephone numbers expressly registered in SWIFT End-User's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and SWIFT End-User shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon termination or expiration of the applicable Pricing Schedule.

3.6 SWIFT End-User grants AT&T access rights to the property and premises that SWIFT End-User controls. SWIFT End-User shall cooperate with AT&T's efforts to procure such access rights for the portions of the property not under SWIFT End-User's control. Access rights include (i) the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as the use of ancillary equipment space within the building, for the connection of SWIFT End-User to AT&T's network using AT&T-owned or AT&T-leased facilities; and (ii) 24 hours a day, 7 day a week access to the access lines and network facilities on the property.

3.7 Unless applicable local law or regulation mandates otherwise, SWIFT End-User may not resell any portion of a Service to third parties.

3.8 Any AT&T Affiliate or SWIFT End-User Affiliate may sign an Attachment or add a Pricing Schedule to an Attachment in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating these General Terms and Conditions and the terms of the Attachment (with the Affiliate being substituted for AT&T or SWIFT End-User, as applicable); provided, however, that AT&T and SWIFT End-User shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract. The terms of a Pricing Schedule shall be binding on Customer once signed by them.

**4.0 USE OF INFORMATION**

4.1 This Agreement shall be deemed to be AT&T and SWIFT End-User's INFORMATION. SWIFT End-User's Content shall be deemed to be SWIFT End-User's INFORMATION.

4.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used and transmitted between countries only for purposes of performing this Agreement (including in the case of AT&T, the ability to monitor and record SWIFT End-User's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services), using the Services or evaluating potential amendments to this Agreement; and (iii) not be

disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Article 4), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

4.3 The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

4.4 Both parties agree to comply with privacy laws applicable to their respective businesses. SWIFT End-User shall obtain any User consents legally required relating to handling of User's Content. If SWIFT End-User believes that, in the course of providing Services under this Agreement, AT&T will have access to data SWIFT End-User does not want AT&T personnel to comprehend, SWIFT End-User should encrypt such data so that it will be unintelligible.

**5.0 PUBLICITY AND MARKS**

5.1 Neither party may issue any public statements or announcements relating to this Agreement without the prior written consent of the other party.

5.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's Marks without the other party's prior written consent, provided that such consent may be revoked at any time.

**6.0 SOFTWARE**

6.1 AT&T grants SWIFT End-User a personal, non-transferable and non-exclusive license (without the right to sublicense) to use Software, in object code form, solely in connection with the Service(s) for which the Software is provided and solely in accordance with applicable written and electronic documentation. SWIFT End-User will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software shall at all times remain the sole and exclusive property of AT&T or its suppliers.

6.2 SWIFT End-User shall not copy or download AT&T Software, except that SWIFT End-User shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

6.3 To the extent that use of Software by a User is required for the use of a Service, SWIFT End-User's Users may use the Software licensed to SWIFT End-User under this Agreement for that purpose. SWIFT End-User shall ensure that SWIFT End-User's Users comply with the terms and conditions of this Article 6.

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6.4 The term of the license granted hereunder shall be coterminous with the term of the related Services.

6.5 SWIFT End-User agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Agreement as to such Third Party Software. AT&T will pass through to SWIFT End-User any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

6.6 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If SWIFT End-User returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund any amount SWIFT End-User prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by SWIFT End-User or Users.

**7.0 ADJUSTMENTS TO MINIMUM COMMITMENTS**

In the event of a business downturn beyond SWIFT End-User's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of SWIFT End-User's business, or network optimization using other AT&T Services, or reduction of AT&T's rates and charges, or force majeure events, any of which significantly impairs SWIFT End-User's ability to meet SWIFT End-User's minimum commitments, if any, AT&T will offer to adjust the affected minimum commitments so as to reflect SWIFT End-User's reduced traffic volumes, after taking into account the effect of such a reduction on AT&T's costs and the AT&T prices that would otherwise be available at the revised minimum commitment levels. If the parties reach mutual agreement on revised minimum commitments, AT&T will amend or replace the affected Pricing Schedules, as applicable. Notwithstanding the foregoing, this provision shall not apply to a change resulting from a decision by SWIFT End-User to transfer portions of SWIFT End-User's traffic or projected growth to service providers other than AT&T. SWIFT End-User must give AT&T written notice of the conditions SWIFT End-User believes will require the application of this provision. This provision does not constitute a waiver of any charges, including, but not limited to, monthly recurring charges and shortfall charges, incurred by SWIFT End-User prior to amendment or replacement of the affected Pricing Schedules.

**8.0 FORCE MAJEURE**

Neither AT&T nor SWIFT End-User shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war,

terrorism, acts of God, acts of the public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing.

**9.0 LIMITATIONS OF LIABILITY**

9.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENCE CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 4 (Use of Information) OR 5 (Publicity and Marks), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN ARTICLE 6 (Software);

(iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN ARTICLE 11 (Further Responsibilities);

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY SWIFT END-USER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT SWIFT END-USER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

(v) THE LIMITATIONS IN THIS SECTION 9.1 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF ARTICLE 4 (Use of Information) OR ARTICLE 5 (Publicity and Marks) OR SWIFT END-USER'S VIOLATION OF ARTICLE 6 (Software).

9.2 EXCEPT FOR THE PARTIES' ARTICLE 11 (Further Responsibilities) OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.3 NOTWITHSTANDING AT&T'S OBLIGATIONS UNDER THIS AGREEMENT TO APPLY SUCH NETWORK SECURITY PROCEDURES THAT ARE COMPLIANT WITH INDUSTRY

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STANDARDS AND CONSISTENT WITH AT&T SECURITY POLICY & REQUIREMENTS AS APPLIED TO THE SERVICES, AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY SWIFT END-USER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR CREDITS FOR SUCH SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS EXPLICITLY SET FORTH IN AN ATTACHMENT, PRICING SCHEDULE OR SERVICE GUIDE) OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF SWIFT END-USER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

9.5 AT&T DOES NOT GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, SWIFT END-USER DATA AND INFORMATION.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

9.7 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 9 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

**10.0 TERMINATION**

10.1 If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other party may terminate or suspend for cause any Service Components affected by the breach.

10.2 A Service may be terminated immediately upon written notice (a) by either party if the other party (i) becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary

bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; (ii) has violated the provisions of Article 5 (Publicity and Marks) or (iii) has materially breached any provision of Article 4 (Use of Information), or (b) by AT&T due to a material breach by SWIFT End-User of any provision of Article 6 (Software).

10.3 AT&T may amend an applicable tariff or Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable tariff or Service Guide in a manner that is material and adverse to SWIFT End-User and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from SWIFT End-User, then SWIFT End-User may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after SWIFT End-User first learns of the revision to the applicable tariff or Service Guide. However, a revision to a tariff or Service Guide shall not be considered material and adverse to SWIFT End-User if: (i) it affects only Services or Service Components not in substantial use by SWIFT End-User at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in an Attachment or Pricing Schedule.

10.4 Unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a Service to SWIFT End-Users upon twelve (12) months written notice, or a Service Component upon one hundred and twenty (120) days written notice, unless a different written notice period is provided in the applicable Pricing Schedule.

10.5 Termination Charges, if any, shall be as specified in an Attachment, in the event that AT&T terminates under Section 10.1 or 10.2, or SWIFT End-User terminates for convenience.

10.6 Termination by either party of a Service does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of a Service shall not affect the rights and obligations of the parties regarding any other Service.

**11.0 FURTHER RESPONSIBILITIES**

11.1 AT&T agrees to defend or settle any claim against SWIFT End-User and to pay all Damages that a court may award against SWIFT End-User, in any suit that alleges a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: SWIFT End-User's or User's Content; modifications to the Service or combinations of the Service with non-AT&T services or products, by SWIFT End-User or others; AT&T's adherence to SWIFT End-User's written requirements; or, use of the Service in violation of this Agreement. SWIFT End-User agrees to defend or settle any claim against AT&T and to pay all Damages that a court may award against AT&T in any suit that alleges a Service infringes any patent, trademark, copyright or



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trade secret, due to any of the exceptions in the preceding sentence.

11.2 Whenever AT&T is responsible under Section 11.1, AT&T may at its option either procure the right for SWIFT End-User to continue using, or may replace or modify the alleged infringing Service so that the Service becomes non-infringing, but if those alternatives are not reasonably achievable, AT&T may terminate the affected Service without liability other than as stated in Section 11.1.

11.3 AT&T's obligations and indemnities under this Agreement run exclusively to SWIFT End-User and are not intended to extend to third parties that may use or be affected by SWIFT End-User's use of the Services. Where SWIFT End-User authorizes or permits third parties to utilize the Services, it is SWIFT End-User's responsibility to limit its liability to such parties, and, therefore, except to the extent AT&T is obligated to indemnify SWIFT End-User under this Article 11, SWIFT End-User agrees to defend or settle any claim against AT&T by such parties and to pay all Damages that a court may award against AT&T in any suit brought by such parties.

11.4 The indemnified party under this Article 11: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

**12.0 EQUIPMENT**

12.1 AT&T shall retain all right, title or interest in AT&T CPE and no ownership rights in AT&T CPE shall transfer to SWIFT End-User. SWIFT End-User shall provide a suitable and secure environment free from environmental hazards and electric power for AT&T CPE and shall keep the AT&T CPE free from all liens, charges, and encumbrances. SWIFT End-User shall bear the risk of loss of or damage to AT&T CPE (ordinary wear and tear excepted) from any cause except to the extent caused by AT&T or its suppliers. AT&T CPE shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by SWIFT End-User without prior written authorization from AT&T.

12.2 All ownership interest in a party's facilities and associated Equipment used in connection with the Services shall at all times remain with that party. If any Customer Equipment is used to provide the Service, SWIFT End-User grants AT&T a non-transferable and non-exclusive license to use such Customer Equipment in the manner necessary to provide the Service.

**13.0 IMPORT/EXPORT CONTROL**

13.1 The parties acknowledge that equipment, products, Software, and technical information (including, but not limited to,

technical assistance and training) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the equipment, products, Software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, Software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. If requested by either party, the other party agrees to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

13.2 In the event any necessary import or export license cannot be obtained within six (6) months after making an application, neither party shall have further obligations with respect to providing or purchasing and, if applicable, SWIFT End-User shall return the equipment, products, Software, or technical information that is the subject matter of the unsuccessful application.

**14.0 INTELLECTUAL PROPERTY RIGHTS**

All intellectual property in all Services shall be the sole and exclusive property of AT&T or its suppliers.

**15.0 GENERAL PROVISIONS**

15.1 Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

15.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that either party may, without the other party's consent, assign in whole or in relevant part this Agreement or any Attachment to a present or future Affiliate or successor, provided that any such assignment shall be contingent upon the assignor remaining responsible for the performance of its assignee and AT&T determining SWIFT End-User's assignee(s) to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work. In countries in which AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service provided in such a country to the local service provider; provided however, that AT&T shall be responsible to SWIFT End-User for such obligations. In some such countries, SWIFT End-User may be required to contract directly with the local service provider or sign additional local contract documentation.

15.3 If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 15.6, applicable law mandates a different interpretation or result, the remaining provisions shall remain in effect and the parties shall negotiate in good faith to substitute for such invalid, illegal, or



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unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

15.4 Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

15.5 Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if sent by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day from the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days from the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or such other office or recipient as designated in writing from time to time.

15.6 Unless local law would require otherwise, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of New York, excluding its choice of law rules, and applicable laws and regulations of the United States of America. The United Nations Convention on Contracts for International Sale of Goods shall not apply. The parties consent to the exclusive jurisdiction of the courts located in New York City, USA.

15.7 This Agreement does not provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

15.8 The respective obligations of SWIFT End-User and AT&T, which by their nature would continue beyond the termination or expiration of any Attachment, Pricing Schedule or this Agreement, including, without limitation, the obligations regarding Use of Information, Publicity and Marks, Further Responsibilities and Limitations of Liability, shall survive termination or expiration.

15.9 The authentic language of this Agreement is English. In the event of a conflict between this Agreement and any translation, the English version will take precedence.

15.10 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR SWIFT END-USER'S PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, A PRICING SCHEDULE OR AN ATTACHMENT



## AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS

### AT&T Comprehensive Service Order Attachment

#### 1. THE SERVICE; DEFINITIONS

##### 1.1 Services

A. AT&T will provide the Services to SWIFT End-User under this Attachment that are identified in the applicable Pricing Schedules.

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Attachment (including, the Pricing Schedules and any Addenda to this Attachment); (ii) the Master Terms and Conditions; and (iii) the appropriate section of the Service Guide or the Applicable Tariffs.

C. This Attachment shall remain in effect until no Service Component provided under this Attachment remains in service.

##### 1.2 Definitions

Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.

"Applicable Tariffs" consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.

"Effective Date" of a Pricing Schedule is the date on which the last party signs this Attachment or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"MARC (Minimum Annual Revenue Commitment)" means an annual revenue commitment set forth in an applicable Pricing Schedule that SWIFT End-User agrees to satisfy during a Pricing Schedule Term.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after applicable discounts and credits, incurred by SWIFT End-User for the Services identified in the applicable Pricing Schedule as MARC-contributing. Notwithstanding anything set forth in a Pricing Schedule, the following charges shall not be deemed MARC Eligible Charges: (a) charges for or in connection with Purchased Equipment; (b) charges for outsourcing services; (c) taxes,

and (d) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Pricing Schedule" means a pricing schedule to this Attachment.

"Pricing Schedule Term" is the period of time stated in the applicable Pricing Schedule.

"Service" means collectively all of the Service Components SWIFT End-User orders under a Pricing Schedule.

"Service Guide" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this Attachment (if there is no Applicable Tariff). The Service Guide is located at <http://new.serviceguide.att.com>, <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

"Termination Charges" means the charges identified in Sections 2.3 and 2.4 below, payable by SWIFT End-User in certain termination circumstances.

#### 2. TERMINATION

2.1 If a Service or a Service Component is terminated, SWIFT End-User must pay all charges incurred as of the effective date of termination.

2.2 If SWIFT End-User terminates a Service or a Service Component for material breach, SWIFT End-User shall not be liable for any Termination Charges.

2.3 If SWIFT End-User terminates a Service Component other than as set out under Section 2.2 above or AT&T terminates a Service or a Service Component for material breach, SWIFT End-User must pay: (i) any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); (ii) the applicable amount of recurring charges for the terminated Service Component multiplied by the number of months remaining in an applicable minimum payment period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service Component is replaced with an upgraded like Service Component at the same Site(s), provided the applicable minimum period and associated charge for the replacement Service Component are each equal to or greater than the applicable period and charge for the terminated Service Component.



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2.4 In the event of a termination of a Pricing Schedule either by SWIFT End-User other than as set out in Section 2.2 above or by AT&T for material breach, SWIFT End-User must pay: (i) a Termination Charge equal to 50% of the unsatisfied MARC for the year of the Pricing Schedule Term in which the Pricing Schedule is terminated plus 50% of the MARC for each year remaining in the Pricing Schedule Term; and (ii) the amounts set forth in Section 2.3 above.

### 3. MINIMUM COMMITMENTS/CHARGES

If, on any anniversary of a Pricing Schedule Term start date, the SWIFT End-User has failed to satisfy the MARC for the preceding 12 month period, the SWIFT End-User will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period. In such a case, SWIFT End-User shall not be entitled to receive promotional, compliance or other credits until SWIFT End-User pays the shortfall charge.

### 4. PRICING

#### 4.1 Pricing Schedule

Unless otherwise stated in a Pricing Schedule, the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and apply in lieu of the corresponding rates and charges set forth in the Service Guide or the Applicable Tariffs. Pricing for any Service Components that are not listed in a Pricing Schedule will be as described in the Service Guide or the Applicable Tariffs or as agreed on an individual case basis. Unless otherwise stated in a Pricing Schedule, after the end of the Pricing Schedule Term AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

#### 4.2 Discounts

The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.

#### 4.3 Promotions/Credits/Waivers

SWIFT End-User is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Service Guide or an Applicable Tariff will not apply.

#### 4.4 Charges

Regardless of any stabilization of rates or charges that may appear in this Attachment or in a Pricing Schedule, AT&T reserves the right to increase charges as a result of: (i) expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges); or (ii) in the case of local exchange Services and voice over Internet protocol applications and Services, the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to AT&T or the amount AT&T is required to pay to other carriers in connection with the provision of the Services to SWIFT End-User under an applicable Pricing Schedule.

[end of document]





AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS

## AT&T On-Line Terms and Conditions for Connecting a SWIFT End-User to the SWIFT IP Backbone

### 1. INTRODUCTION

These on-line terms and conditions for the connecting SWIFT End-Users to the SWIFT IP Backbone (the "On-Line Terms and Conditions for SWIFT End User") constitute an Attachment to either (a) the Master Terms and Conditions referenced above; or (b) the terms of an alternative AT&T Master Agreement with SWIFT End-User incorporated by reference in a Pricing Schedule together with these On-Line Terms and Conditions for SWIFT End User (each the "Master Terms and Conditions"). In the event of an inconsistency among terms, the order of priority shall be this Attachment (including its Addenda, if any); then the applicable Pricing Schedule; then the Master Terms and Conditions; then, if applicable, AT&T's Acceptable Use Policy; and then any applicable Service Guide.

These On-Line Terms and Conditions for SWIFT End User shall be binding on the SWIFT End-User, as soon as such SWIFT End-User (a) signs an AT&T Authorized Pricing Schedule; (b) authorizes any on-line order for Services from AT&T, referencing the Master Terms and Conditions; or (c) is party to a regular Pricing Schedule requiring signature on behalf of AT&T and SWIFT End-User; and shall continue to be binding for so long as any such Service continues to be provided by AT&T.

### 2. DEFINITIONS

Capitalized terms used but not defined in this Attachment are defined in the Master Terms and Conditions.

"AT&T VPN Service" or "VPN Service" means either the "AT&T Virtual Private Network" (or "AVPN") Service or the "Enhanced Virtual Private Network" (or "EVPN") Service, as the case may be.

"AT&T Authorized Pricing Schedule" means a Pricing Schedule incorporating these Master Terms and Conditions and any other applicable Attachments, and which is authorized by AT&T for acceptance by the relevant SWIFT End-User without requiring an AT&T counter-signature.

"Order" is an order for an AT&T VPN Service made by SWIFT End-User, which shall be accepted by AT&T, in accordance with the process described in Article 3 of this Attachment.

"Effective Date" of the corresponding AT&T Authorized Pricing Schedule shall be the date AT&T notifies acceptance of the order to the SWIFT End-User.

### 3. PRICING, ORDERING AND BILLING

Where the SWIFT End-User wants to order AT&T's VPN Service, they should contact their AT&T Account Team representative for SWIFT to discuss their requirements.

Once the requirements have been fully understood by AT&T, then AT&T will issue an Authorized Pricing Schedule for signature on behalf of the SWIFT End-User. Any handwritten changes to an Authorized Pricing Schedule will invalidate its terms. If there is an error in the document, then SWIFT End-User should contact the AT&T Account Team representative to arrange for a revised version of the document to be sent out for signature. Subject to the terms of the preceding sentence, the terms of the relevant Authorized Pricing Schedule shall be binding on the SWIFT End-User once signed by them. Its terms will be binding on AT&T, once AT&T has acknowledged return of the signed Authorized Pricing Schedule, in accordance with the procedure set out in the relevant Authorized Pricing Schedule. In circumstances where the AT&T Account Team issues a Pricing Schedule which is not an authorized Pricing Schedule, a contract shall not be formed between the parties, until such Pricing Schedule has been signed on behalf of both SWIFT End-User and AT&T.

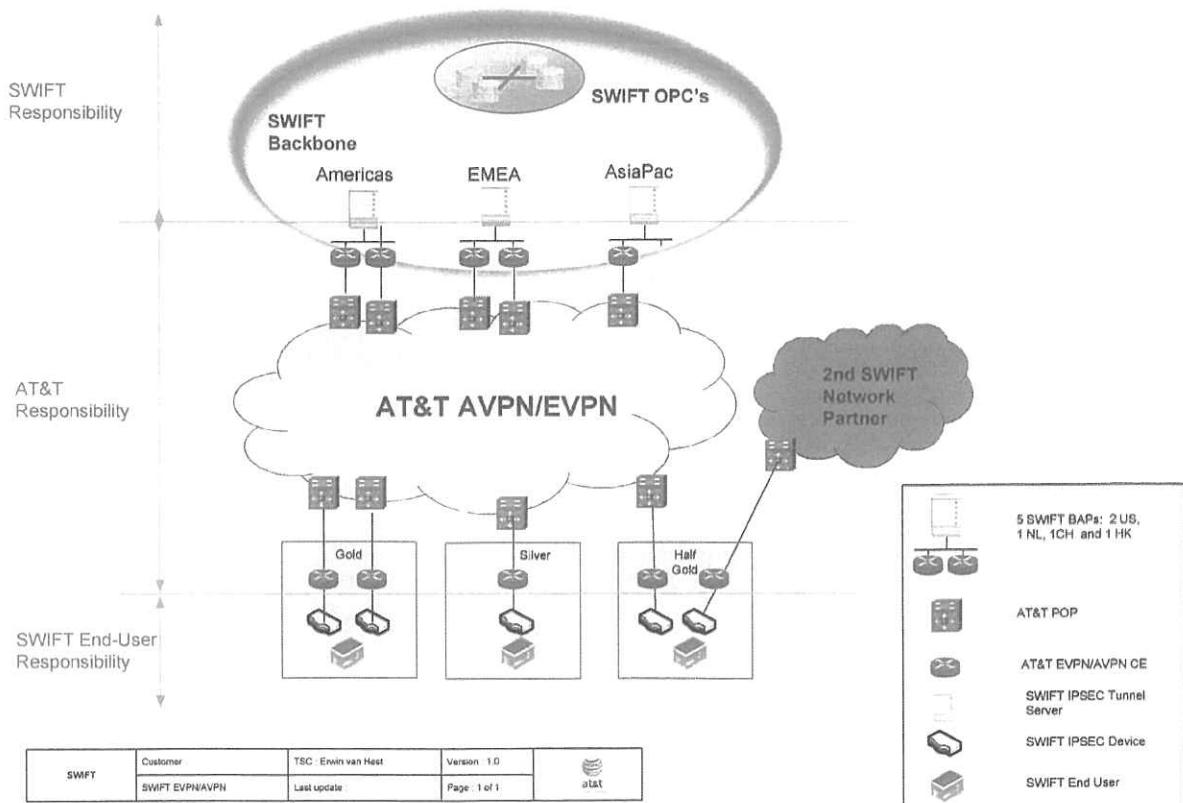


AT&T Master Agreement Reference: MA000006

#### AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS

#### 4. SOLUTION DESCRIPTION FOR CONNECTING A SWIFT END-USER TO THE SWIFT IP BACKBONE

The VPN services that AT&T provides to SWIFT End-User are as follows:





## AT&T MASTER ON-LINE TERMS AND CONDITIONS FOR SWIFT END-USERS

### 4.1 Local Access (CPE to PE)

The local access connection from the CPE router at the User Site to the PE router at the AT&T network PoP (PE router) will be via access line or Frame Relay. The speed of the access line will equal the AT&T VPN Port speed wherever possible.

### 4.2 SWIFTNet Access Bandwidth

The SWIFTNet Access Bandwidth is the AT&T VPN Port speed defined at the AT&T PE. Supported speeds are: 64kbps up to 40Mb/s depending on country availability.

### 4.3 SWIFTNet Class of Service

AT&T VPN Services are engineered with end-to-end guaranteed quality of service.

## 5. SPECIAL TERMS AND CONDITIONS

Applicable to the Connection between a SWIFT End-User Site and the SWIFT IP Backbone.

### 5.1 Duration

Any Order made pursuant to these On-Line Terms and Conditions for SWIFT End Users shall remain in full force and effect for a 36 (thirty six) months period from the Service Activation Date ("Initial Term") (as defined in the applicable AT&T VPN or EVPN Service Guide). Thereafter, it shall be automatically renewed for successive one year periods unless terminated by either party at least three (3) months before the end of its Initial Term or any renewal period provided that If requested in writing by the SWIFT End-User concerned and if it is reasonably, economically and technically possible, AT&T may agree to extend this notice period for a further period not exceeding three months.

### 5.2 Helpdesk

The SWIFT End-User (Helpdesk) shall report problems in the first instance to the SWIFT Helpdesk. Where the SWIFT End-User Site makes direct contact with AT&T to discuss such problems, AT&T will notify SWIFT of such contact and direct the User Site to SWIFT in accordance with the operating arrangements agreement between AT&T and SWIFT.

### 5.3 Service Levels

Service levels for the AT&T Services provided under this Attachment to a SWIFT End-User have been agreed between AT&T and SWIFT. The SWIFT End-User agrees that SWIFT shall receive, on behalf and for the account of the SWIFT End-User, any associated credit in relation with the SLAs.

### 5.4 Payment

Charges for VPN services shall be payable monthly within 30 days from the date on the invoice

### 5.5 Early Termination

The applicable minimum retention period is 12 months. In the event of a termination of an Authorized Pricing Schedule after the minimum retention period either by a SWIFT End-User or by AT&T for material breach, SWIFT End-User must pay: a Termination Charge equal to 50% of the remaining charges in the Initial Term.

### 5.6 Termination of the SWIFT Agreement

Should the Agreement between AT&T and SWIFT be terminated or in case AT&T loses its accreditation as a SWIFT Recommended Network Provider, this Agreement will automatically terminate at the same date and no termination charges shall apply with regard to End Users. Except in case of termination of that Agreement by AT&T for a material breach by SWIFT and subject to payment of AT&T Service Charges by SWIFT and SWIFT End-Users, AT&T will, upon SWIFT's request, continue to provide VPN Service to SWIFT End-Users for a reasonable migration period which shall in any event not exceed twelve (12) months.