SWIFTNET BUREAU SERVICES
Terms & Conditions
Revision Date: 1st July 2020

This SWIFTNET Bureau Services Agreement ("**SWIFTNET Agreement**") is subject to and incorporates by reference the provisions of the then current Terms and Conditions for Online Cloud Services ("**Terms**") available at https://dsoft-group.com/kyriba (or successor URL). Capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the Terms.

Customer purchased certain SaaS Services through which it manages and deals with all or part of its cash flow operations, payments, collections and communicate with banks. As part of its purchase of SaaS Services, Customer purchased the SWIFTNet Bureau Service (in order to communicate, issue and receive messages or files via SWIFTNet with various banks that have adhered to the "Swift for Corporate" program, from its own SWIFT address (BIC code). This SWIFTNET Agreement sets out the terms and conditions under which Customer, having prior approval as a "SWIFT User", shall have access to the SWIFTNet Bureau Service. By accessing and otherwise using the SWIFTNet Bureau Service, Customer expressly agrees to and accepts all the terms and conditions of this SWIFTNET Agreement.

1.   DEFINITIONS. Capitalized terms used in this SWIFTNET Agreement shall have the meanings set forth below. Capitalized terms used but not defined in this SWIFTNET Agreement have the meanings given in the Terms.

"**BIC**" shall mean the acronym of Business Identifier Code designates the code attributed by SWIFT to a non-bank participant.

"**SWIFT**" shall mean the "Society for Worldwide Financial Telecommunication" SCRL – co-operative society having its registered offices at 1 Avenue Adèle, B1310 La Hulpe, Belgique.

"**SWIFTNet**" shall mean the inter-bank network based on IP used by SWIFT since 2004. On this network, transmission of information is encrypted and authentication procedures are very strict. Security is ensured by encryption means.

"**SWIFT User**" shall mean any establishment which has received the approval of SWIFT to exchange messages on the SWIFTNET network from its own SWIFT address (BIC).

"**SWIFTNet Service Bureau**" shall mean Supplier's offer, based on BRED "PlanetLink" and other BRED's services.

"**SAA**" shall mean SWIFT Alliance Access.

"**SAG**" shall mean SWIFT Alliance Gateway.

"**SCORE**" shall mean the acronym of Standardized Corporate Environment, designates a closed group of users managed by SWIFT enabling member companies and banks to communicate amongst themselves via the SWIFTNet network.

"**MA-CUG**" shall mean the acronym of Member Administrated User Group, and designates the closed group of subscribers, proposed by a bank in its capacity as a member of SWIFT. Customer shall be required to sign a contract via the SWIFTNet (MA-CUG) network with each of the banking counterparts with whom it wishes to directly exchange SWIFT messages.

"**Business Days**" shall mean business days under the Target calendar.

2.   PRECONDITIONS – SUSPENSIVE CONDITIONS LINKED TO THE USE OF SWIFTNET.

2.1   Customer represents and warrants that Customer has read, understands and accepts all SWIFT documentation applicable to the performance of Swiftnet Bureau Service, including, without limitation, the "Shared Infrastructure Programme - Terms and Conditions", and "SWIFT General Terms and Conditions" documents published by SWIFT (collectively, the "**SWIFT Documentation**"). The SWIFT Documentation is available at www.swift.com (or successor URL).

2.2   Customer acknowledges and agrees that modifications to technical parameters and electronic mail services may be requested by SWIFT from Customer. Accordingly, Customer shall undertake to work together with SWIFT, Supplier and Kyriba (as applicable) in good faith and in a reasonable manner before any modification is implemented.

2.3   As a precondition to the performance of Swiftnet Bureau Services, Customer acknowledges and agrees that it shall obtain approval from SWIFT as a SWIFT User.

3.   SWIFTNET BUREAU SERVICE. The Swiftnet Bureau Service includes the following:

3.1   the making available of technical and computer resources, both hardware and software "Infrastructures" enabling Customer, acting on its own account, or on behalf of its subsidiaries, to link up to the SWIFTNet network via Kyriba's platform, in order to issue and receive messages or files;

3.2   the administrative steps with SWIFT in order to obtain a BIC code as well as registration with SWIFT in the MA-CUG of the different banks in the "Swift for Corporate" program and/or as a SCORE Participant for eligible companies;

3.3   technical advice, assistance and tests for linking to the SWIFTNet Bureau Service dedicated platform;

3.4   corrective maintenance services and technical assistance with SWIFT software, as well as evolutions in SAA et SAG software hosted in the SWIFTNet Bureau Service;

3.5   reception of Customer messages or files via SWIFTNet supplied by banks belonging to the "Swift for Corporate" program;

3.6   the issue of Customer messages or files via SWIFTNet to the banks belonging to the "Swift for Corporate" program;

3.7   integration into the SaaS Services of information gathered via the SWIFTNet Bureau Service on behalf of Customer and/or the sending of Customer information included in SaaS Services to its partner banks through the SWIFTNet Bureau Service.

SERVICE	CUSTOMER'S TIME SLOTS	CLOSING TIME SLOTS
FIN Messages	From Sunday 5:00am to Saturday 4:50pm (CET)	Messages (sent or received) are stored
FILEAct Messages via SAG	From Sunday 10:00am to Sunday 9:00am (CET)	Sent messages are stored, received messages are lost
SAG FILEAct Messages SAA	From Sunday 5:00am to Sunday 4:50pm (CET)	Sent messages are stored, received messages are lost

Attention, during the SWIFT network maintenance (ADW: Allowable Downtime Window set forth at https://www.swift.com/ordering-support/operational-status/allowable-downtime-windows), sending Files or Messages via SWIFT should be avoided.

4. CUSTOMER OBLIGATIONS.

4.1   Customer shall comply with all rules and obligations established by SWIFT that are applicable to registered SWIFT users, including where applicable, to "SCORE Participants". Customer shall use the SWIFTNet Bureau Service in accordance with the SWIFT Documentation, as may be amended from time to time by SWIFT.

4.2   Customer undertakes only to deal with financial or commercial operations which are related to its activity via the SWIFTNet Bureau Service.

4.3   Customer acknowledges and agrees that the issuing banks are solely responsible for files made available to Customer through the SWIFTNet Bureau Service.

5.   FEES. Notwithstanding anything to the contrary in the Order Schedule, Supplier or its authorized reseller shall bill to Customer the following: (a) One-Time Setup fee, which shall be paid upfront and will be set forth in the applicable Order Schedule; (b) Annual Recurring fee, for use of the SWIFTNet Bureau Service for each connected BEI (the recurring fixed cost) as set forth in the applicable Order Schedule; and (c) monthly traffic costs for the Swiftnet payments, which will be billed by Supplier or its authorized reseller to Customer on a quarterly basis based on Swift invoice without margin. Customer acknowledges and agree that any and all stated fees/rates may change according to the evolution of SWIFT fees/rates, and consequently of Bred rates, and in this case, according to the one-month notice.

6.   FORCE MAJEURE. Except with respect to payment obligations, neither party will be responsible or liable for delays or failure of performance of the SWIFTNet Bureau Service or its obligation under this SWIFTNET Agreement, resulting from acts and/or missions beyond such party's reasonable control, including without limitation, administrative or legislative interventions, technical, administrative or other contingencies regarding the transmission lines and networks, denial-of-service attacks, acts of God, strikes, floods, fires, walkouts, labor or material shortages, sabotage, riots, acts or threats of war, acts or threats of terrorism, epidemics, pandemics, power or communications or electricity failures, delays or failures due to Internet access connections or congestions, hostile network attacks, earthquakes, or other disasters (each a "**Force Majeure Event**"). In the case of a Force Majeure Event, each of the parties shall, as soon as possible, inform the other party of the Force Majeure Event and cooperate in good faith to propose a workaround.

7.   SUSPENSION OF THE SERVICE IN EXCEPTIONAL CASES. In order to maintain the security and integrity of the SWIFTNet Bureau Service, Customer acknowledges and agrees that Supplier may, in exceptional cases, suspend performance of the SWIFTNet Bureau Service upon notice to Customer to the extent such notice is commercially feasible. The term "exceptional cases", shall include, without limitation, the discontinuation of the SWIFTNet Bureau Service, bankruptcy, moratorium, receivership, liquidation of any kind of composition between the debtor and creditor, or any circumstances likely to affect substantially one party's ability to carry out its obligations under this SWIFTNET Agreement, loss by Kyriba of its SWIFT Partner status, loss by Kyriba of its application certification in accordance with the SWIFT Certified Application Programme, acts of piracy or illegal, fraudulent or malicious acts. In the event that performance of the SWIFTNet Bureau Service remains suspended for a continuous period of thirty (30) calendar days after notification of such suspension, this SWIFTNET Agreement may be terminated by the affected party by way of a recorded delivery letter, with acknowledgement of receipt, sent by the affected party to the other party. Termination of this SWIFTNET Agreement shall not affect the provision of other SaaS Services.

8.   SETTLEMENT OF INCIDENTS. Should any failure be noticed in the technical functioning of the SWIFTNet Bureau Service, each of the parties undertakes to inform the other as soon as possible, to facilitate research into its causes, and to work with the other party in order to remedy the issue.

9.   INTEGRALITY OF THE AGREEMENT AND APPENDIXES.   This SWIFTNET Agreement, together with its Appendices, which are an integral part of it, and the Agreement constitutes the parties full agreement. Any amendment shall only be made after agreement of an amendment duly signed by the parties.

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APPENDIX I
SWIFTNet Perimeter

TYPE OF MESSAGES CARRIED ON SWIFTNET

FIN Message   ☐ YES   ☐ NO

FILEAct Messages   ☐ YES   ☐ NO

Bank, Branch, Country concerned by the planned FILEAct exchanges:

CUSTOMER CONTACTS:

SWIFTNet Contacts:

Technical Contacts for IT aspects:

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APPENDIX II
Sponsoring request to obtain BIC Code

I, the undersigned (First Name, Last Name) _____

Acting in my capacity as _____

For (Customer Name) _____

Domiciled at _____

Registered on the Trade Register _____

Under number _____

- mandate the BRED Banque Populaire domiciled at 18 quai de la Rapée 75012 Paris for the purpose of carrying out registration formalities with SWIFT SCRL - Society for Worldwide Financial Telecommunication, co-operative society having registered offices at 1 Avenue Adèle, B1310 Bruxelles, to obtain the status of SWIFT User;

- designate BRED as Member Concentrator for its connection to the SWIFTNet network organised by SWIFT SCRL via the Supplier's (or its licensor's) platform.

Signed in _____, on _____ Signatory

Customer Stamp