



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) or 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

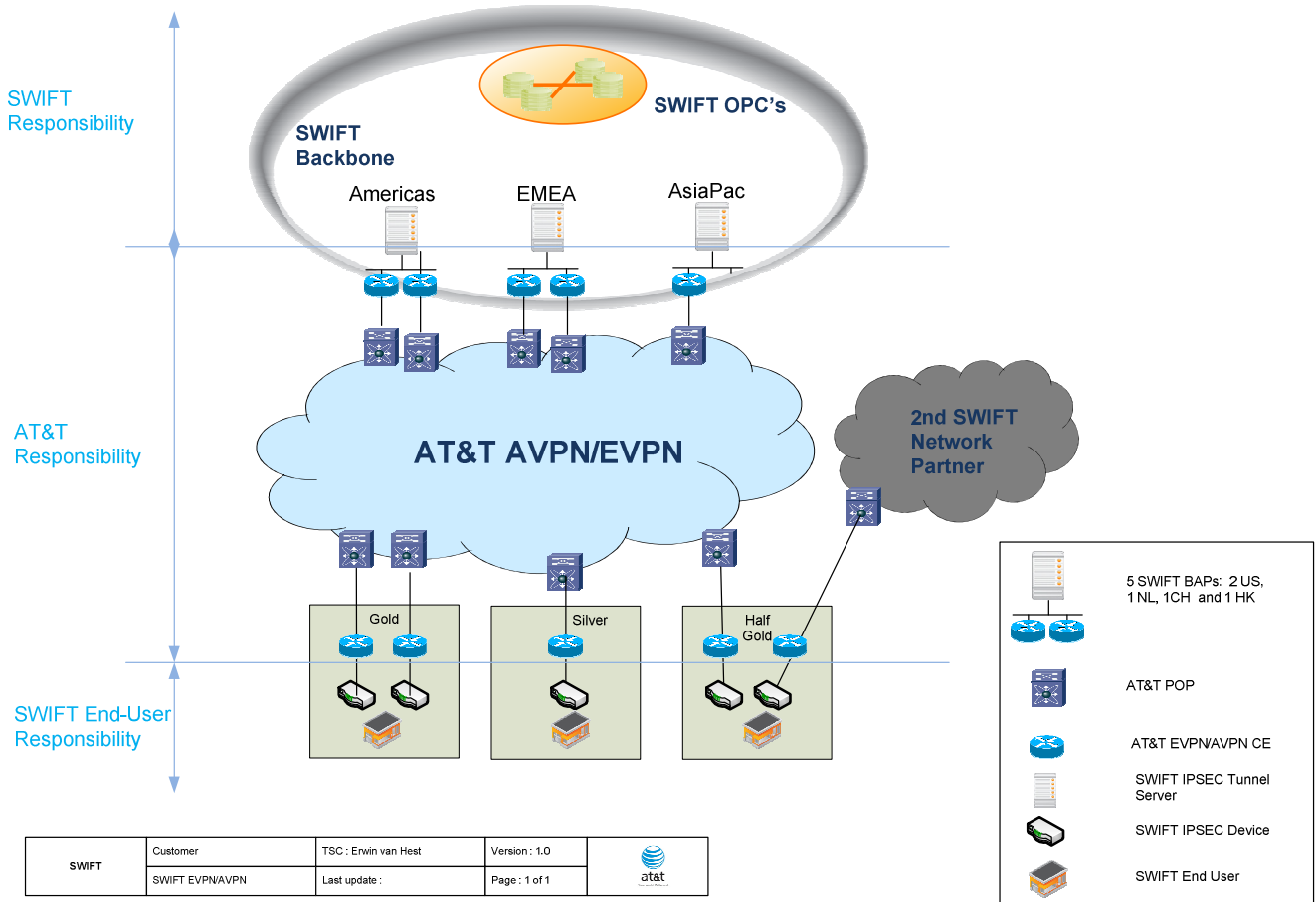
Where the SWIFT End-User wants to order AT&T's VPN Service, they should contact their AT&T Account Team representative for SWIFT to discuss their requirements.

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 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:



SWIFT	Customer	TSC: Erwin van Hest	Version: 1.0	
	SWIFT EVPNAVPN	Last update :	Page: 1 of 1	



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.