



1. SWIFT TERMS.

1.1 The Solution uses certain services provided by the Society for Worldwide Interbank Financial Telecommunication ("**SWIFT**"), through which Client may connect to, or receive data from, the SWIFT system.

1.2 Client must contract with SWIFT to obtain a SWIFT membership and rights to use the SWIFT system. Such (non-included) SWIFT charges and fees are set by SWIFT and are charged to Client by SWIFT pursuant to the membership agreement between Client and SWIFT. These prices may vary according to SWIFT's policy.

1.3 Client and users shall comply with all SWIFT policies, protocols and terms and conditions then in effect (see www.swift.com), and shall stay informed of any changes thereto made by SWIFT from time to time. The SWIFT Network has maintenance windows and a holiday schedule during which times the SWIFT Network will be unavailable. FIS may suspend or terminate Client's access to the Solution for failure to comply with the policies referenced above.

1.4 FIS is providing the Solution pursuant to FIS' compliance with the terms of a Shared Infrastructure Program between FIS and SWIFT, as well as certain agreements between one or more FIS affiliates and SWIFT. FIS maintains compliance with the current or previous version (or such other versions approved by SWIFT) of the Shared Infrastructure Program release in order to remain a certified Service Bureau. SWIFT may change the terms of this program, including eligibility, without FIS' consent. As such, FIS reserves the right to terminate this Order if the Shared Infrastructure Program or affiliate agreements are terminated or modified in a way materially detrimental to FIS or its affiliates, or if FIS or its affiliates are no longer permitted by SWIFT to provide the Solution hereunder.

1.5 Client shall be responsible for the accuracy and completeness of any information or data that it introduces into the FIS connection to SWIFT and into the SWIFT system. FIS shall have no obligation hereunder to the extent SWIFT refuses to accept messages for any reason. Client shall notify FIS of any data error as soon as practicable following Client's knowledge thereof. Client shall maintain copies of all source data and current backup copies of all data supplied to FIS.

1.6 Client shall permit use of the Solution only by authorized persons (each, an "**Authorized Person**"). Client shall provide a written list of Authorized Persons to FIS. FIS and SWIFT may rely upon instructions received from an Authorized Person without further inquiry into the accuracy of the instructions or the authority of the Authorized Person.

1.7 Except if and to the extent caused by FIS' breach of the Agreement, Client shall hold FIS and its affiliates harmless and will indemnify and keep FIS and its affiliates indemnified from and against any and all actions, liabilities, claims, fines, demands, losses, damages, proceedings, costs, or expenses (including reasonable legal fees, costs, and expenses) suffered or incurred by them in connection with any claim (including any claim made by another Client) related to or in connection with Client's possession or use of the products or services provided by SWIFT.

1.8 Client delegates to FIS the SWIFT customer shared security officer role which entitles FIS to make any configuration changes required by SWIFT to establish Client's SWIFT connectivity. In the event Client's use of the Solution is interrupted or unavailable for a period of 30 minutes or longer, FIS shall use reasonable efforts to provide email notification to Client.

1.9 FIS personnel may access the Client Data to the extent required to provide the Service. All such access to Client Data will be automatically logged and recorded by the Solution.

1.10 If, as part of the Solution, Client subscribes to FIS' Account Statement Collection Services, Client will provide FIS a written list of all approved bank account numbers. Only bank accounts specified in such list as being approved by Client will be used to upload statements.