

## Pilot Participation Terms and Conditions

(August 2019)

Before making certain new products, services, or releases commercially available, SWIFT SCRL (**SWIFT**) may decide to organise a pilot phase to allow customers to evaluate and provide feedback on the pilot release (a **Pilot**). To this end, SWIFT invites selected organisations (each one, a **Participant**) to participate to a Pilot.

The present Terms and Conditions govern the participation of a Participant to a Pilot organised by SWIFT.

1. During the Pilot phase, SWIFT makes pilot versions of a new product, service, or release, as well as their related documentation (together, the **Pilot Deliverables**), available to the Participant for evaluation and to provide feedback, whether in written form, in meetings or calls, or in any other form (the **Feedback**).
2. The Participant may use the Pilot Deliverables for the sole purposes of evaluating them and providing Feedback to SWIFT during the Pilot phase, and will cease any such use upon termination of its participation to the Pilot, whether by SWIFT or the Participant.
3. When providing Feedback, the Participant agrees that SWIFT may use such Feedback as it sees fit and that SWIFT will own the intellectual property rights on such Feedback, in view of allowing SWIFT to commercialise a new product, service or release integrating such Feedback for the benefit of its community, at SWIFT's discretion. If and when its Feedback includes subject matter protected by intellectual property rights, the Participant agrees that submitting such Feedback includes the transfer of the related intellectual property rights to SWIFT.
4. The Participant acknowledges and agrees that the Pilot Deliverables are draft versions and have therefore not undergone full and final qualification by SWIFT. SWIFT makes them available on an 'as is' basis, without any warranties of any kind, and may amend or suspend their provision or use at any time upon prior notice.
5. The Pilot Deliverables are confidential and may be used by the Participant for the sole purposes of the evaluation and to provide Feedback. The Participant may distribute the Pilot Deliverables within its own organisation for the same purposes. Any other use or distribution of the Pilot Deliverables is restricted, unless with SWIFT's prior permission.
6. When evaluating the Pilot Deliverables in the environment made available by SWIFT for such purposes, the Participant may only use test data (which means either anonymised or fictitious data). When the use of data relating to real business transactions has been explicitly authorised by SWIFT as part of the Pilot instructions, the Participant will mitigate any related risks from using real transaction data in a Pilot phase to the fullest extent possible, including by agreeing on a bilateral basis with their counterparties on the limited scope and value of the transactions to use for such testing purposes.
7. Any use of the Pilot Deliverables is at the Participant's own risk and under its sole and exclusive responsibility. Except for fraud or gross negligence by SWIFT, the Participant agrees that SWIFT's entire liability related to the provision and use of the Pilot Deliverables, whether in contract, tort or otherwise, will be limited to 10,000 Euro.
8. The provision and use of the Pilot Deliverables are free of charge for the duration of the Pilot only.
9. Each party shall pay its own costs incurred in connection with the Pilot, including but not limited to all travel expenses, where applicable.
10. The Participant may not transfer any rights or obligations in connection with its participation to the Pilot without SWIFT's prior written consent.
11. The Participant authorises SWIFT to publicly advertise its participation in the Pilot. In case the Participant does not wish to provide such authorisation, it may request the SWIFT contact person for the Pilot to keep its participation to the Pilot confidential.
12. These Terms and Conditions enter into force upon the Participant's subscription to the Pilot via electronic form on SWIFT's website, and remain in effect until termination of the Pilot, as notified by SWIFT to all Participants, unless terminated early by SWIFT or the Participant for convenience upon one week prior notice.
13. These Terms and Conditions reflect the entire understanding of the parties in respect of their subject matter and can only be modified via online acceptance of such modifications by the Participant.
14. The provisions of these Terms and Conditions which, expressly or by their nature, survive expiration or termination of the Terms and Conditions, including but not limited to clauses 3 (Intellectual Property rights), 5 (Confidentiality obligation), and 7 (Liability), remain in effect after the expiration or termination of these Terms and Conditions.
15. These Terms and Conditions are governed by Belgian law and all disputes will be submitted to the exclusive jurisdiction of the Brussels courts, Belgium.