

Description of Services Offered by Keyon AG

IBASEC Premium Rollout

IBASEC Premium Support

in Connection with the IBASEC³ Project of
Swiss Interbank Clearing AG

Version 2.1, 21 March 2007

Note: In the event that a difference in interpretation is found to exist between this English translation and the original German version, the original German version shall take precedence.

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1 Subject

A Swiss public company, Keyon is a leading provider of services and solutions in the areas of e-business, IT security and software engineering.

Keyon is SafeNet's distribution partner and provides technical and logistical services in connection with the rollout of and support for the hardware components used in the IBASEC³ project.

1.1 Content and purpose

The provisions herein regulate the services provided by Keyon in connection with the rollout of and support for the hardware components used in the IBASEC³ project.

By ordering the **IBASEC Premium Rollout** and **IBASEC Premium Support**, the customer acknowledges receiving this document and accepting its content without reservations.

1.2 Definitions, concepts and abbreviations

Hardware components	Hardware components used within the context of the IBASEC ³ project (HSM Luna SP, PED, PED Keys, Backup Token and other materials)
HSM	Hardware Security Module Luna SP by SafeNet (formerly GC720)
HSM security parameters	Partition PIN and PED keys
Customers	Financial institutions selected by SIC or representatives of financial institutions using the IBASEC Premium Rollout or IBASEC Premium Support services.
SafeNet	Manufacturer and supplier of the hardware components (HSM Luna SP, PED, PED Keys and Backup Token)

2 IBASEC Premium Rollout

The HSM is pre-configured and tested by Keyon prior to delivery to the customer.

2.1 Scope of services

The IBASEC Premium Rollout includes the services described below.

2.1.1 Configuration of the HSM

Configuration of the HSM includes the following steps:

- a) Setting the network parameters and the time zone
- b) Initialising the Luna SP Appliance
- c) Initialising the HSM Partition and PED Keys

NOTE:

In this step, customer-specific HSM security parameters are created which provide access to the cryptographic keys used in the exchange of messages with SIC. However, the cryptographic keys are only generated on the customer's premises and are not known to Keyon.

The secret HSM information is sent to the customer by registered mail. The customer may either use the existing secret HSM information or initialise it again.

Keyon guarantees that all customer-specific HSM security parameters will be handed over to the customer and that Keyon shall not keep any copies after delivery thereof.

- d) Installing the SIC-specific code signing certificate
- e) Installing and testing the IBASEC-specific HSM code
- f) Drawing up security guidelines (HSM policies)
- g) Performing function tests and quality tests

2.1.2 Logistics

The hardware components are delivered to the customer's delivery address by a logistics firm. Keyon will bear all transport and insurance costs.

2.2 Prices

Single payment for each individual IBASEC Premium Rollout.

IBASEC Premium Rollout:	SFr. 940
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3 IBASEC Premium Support

IBASEC Premium Support is based on SafeNet¹'s Plus Service Plan: its purpose is to set up an efficient central replacement service for the customer for any defective hardware components.

IBASEC Premium Support requires a valid maintenance and support agreement (Plus Service Plan) with SafeNet for the respective hardware components.

3.1 Scope of services

IBASEC Premium Support includes the services described below.

3.1.1 Extension of SafeNet's Plus Service Plan

IBASEC Premium Support extends SafeNet's Plus Service Plan with the following additional services in the event of replacement of any hardware components:

- a) Logistical handling
- b) Configuration of the HSM (in accordance with Section 2.1.1).
- c) Hotline during Swiss office hours² (email or telephone) in the event of technical problems with the HSM.

Email:	ibasec@keyon.ch
Telephone:	+41 55 220 64 19

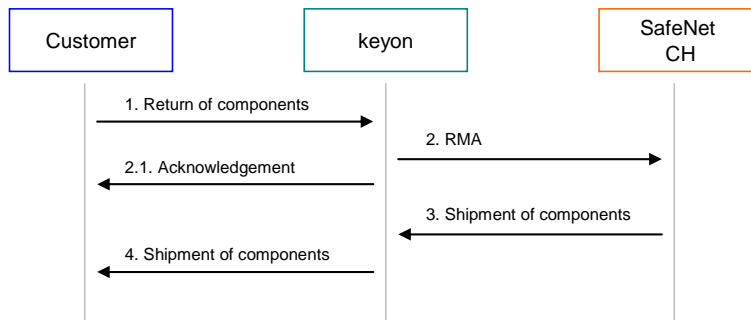
The response times specified in the Plus Service Plan are extended by three days to include configuration of the HSM.

¹ SafeNet Customer Services - Support Service Plans, an integral part of the Description of Services

² Monday to Friday, 9 a.m. to 5 p.m. excluding national holidays

3.1.2 Logistics

The hardware replacement process is described below:



#	Description
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- | | |
|----|---|
| 1. | The customer reports any defective hardware components to Keyon and requests replacement thereof. The customer sends the defective hardware components to Keyon. The customer is responsible for the transport and insurance costs. |
| 2. | Keyon tests the hardware components. <ol style="list-style-type: none"> If the hardware components are defective, Keyon will send them to SafeNet and update the customer on the status of the replacement process. Keyon is responsible for the transport and insurance costs. If the hardware components are not defective, Keyon will return them to the customer. In this case, the customer is responsible for the transport and insurance costs. The service of testing the hardware components is charged to the customer in accordance with Section 3.3 (Limitation). |
| 3. | SafeNet replaces any defective hardware components. SafeNet is responsible for the transport and insurance costs. |
| 4. | Keyon personalises and delivers the hardware components in accordance with Section 2 (IBASEC Premium Rollout). |

3.2 Different forms of support

IBASEC Premium Support is offered as “Standard” or “Incident Based”.

3.2.1 Standard IBASEC Premium Support

The Standard IBASEC Premium Support Agreement begins with delivery of the hardware components and is concluded for the duration of one year.

3.2.1.1 Prices

LUNA SP 100	SFr. 460
LUNA SP 300	SFr. 460
LUNA SP 1200	SFr. 460
PED	SFr. 180
Backup Token	SFr. 180

3.2.1.2 Start, duration, extension and termination

- a) The Standard IBASEC Premium Support Agreement begins with delivery of the hardware components and is concluded for one year. The Agreement is automatically extended each year for another year unless terminated.
- b) The Agreement may be terminated by either party with 60 days' notice with effect from the end of the support period. If the customer breaches the Agreement, falls behind with payments etc., Keyon may terminate the Agreement without notice.
- c) For important reasons, this Agreement may be annulled by the party not responsible for the event in question with immediate effect and without notice.
- d) If the support fee has already been paid, Keyon undertakes to repay the amount pro rata.

3.2.2 Incident-Based IBASEC Premium Support

With Incident-Based IBASEC Premium Support, the support services are charged once for each case of faulty hardware components.

3.2.2.1 Prices

LUNA SP 100	SFr. 2,790	These prices include logistical services (transport, insurance etc.) for approximately SFr.800 and services (personalisation of the HSM, support and administration) for a total of 8 hours' work.
LUNA SP 300	SFr. 2,790	
LUNA SP 1200	SFr. 2,790	
PED	SFr. 790	This fee includes logistical services (transport, insurance etc.) for approximately SFr.320 and services (support and administration) for a total of 2 hours' work.
Backup Token	Not included	

3.2.2.2 Start, duration, extension and termination

The Incident-Based IBASEC Premium Support Agreement begins with notification of damage and ends with delivery of a replacement hardware component. It can neither be extended nor terminated.

3.3 Limitation

Keyon shall perform all support services to the best of its knowledge and belief. Response times cannot be guaranteed and are partly dependent on the response times and support services of SafeNet.

- a) The IBASEC Premium Support Agreement does not cover the following problems:
- I. Problems due to the unspecified behaviour of third-party components (software or hardware),
 - II. Problems related to improper or faulty operation of third-party components (software or hardware),
 - III. Problems due to configuration errors,
 - IV. Problems due to installation or integration mistakes.

If Keyon incurs any costs in connection with the above-listed points, these will be charged on a *time and material* basis at the rate of SFr. 2,000 per day plus travel expenses.

- b) The IBASEC Premium Support Agreement does not include hardware component integration services on the customer's premises or technical support for installation, configuration or operation of the hardware components.

Keyon offers support for installation, configuration and operation of the hardware components charged on a *time and material* basis at the rate at the rate of SFr. 2,000 per day plus travel expenses.

- c) The IBASEC Premium Support Agreement does not offer a hardware component consignment pool.

4 Further provisions

4.1 Warranty services without IBASEC Premium Support

SafeNet offers a one-year warranty on its hardware components. This warranty does not apply to any of the services provided by Keyon in accordance with Section 2 (IBASEC Premium Rollout). In the event of replacement of a defective hardware component within the warranty period without a Standard IBASEC Premium Support Agreement (Section 3.2.1) for the corresponding hardware component, replacement shall be carried out in accordance with Incident-Based IBASEC Premium Support (Section 3.2.2).

4.2 Guarantee

- a) Keyon undertakes to provide its services faithfully and competently.
- b) Keyon guarantees that it will hand over to the customer all customer-specific HSM security parameters and that it will not keep any copies thereof after delivery.
- c) Keyon is unable to guarantee the achievement of any specific results through use of the software or hardware components. Keyon disclaims liability for any data loss, indirect loss, consequential damages or loss of profits or earnings.
- d) Delivery dates and deadlines are planned dates and are not fixed or binding, although Keyon will do its best to adhere to them.
- e) If Keyon is unable to fulfil its contractual duties by reason of force majeure such as natural phenomena of a certain intensity, warlike events, strikes, unforeseen official restrictions etc., performance of the Agreement or the deadline for performance of the Agreement will be postponed in accordance with the event.

4.3 Liability

- a) Keyon expressly disclaims liability for ordinary negligence as well as for indirect or consequential damages such as loss of profits or earnings, loss of data, third-party claims, loss of savings or additional expenses to the extent permitted by law.
- b) To the extent permitted by law, liability shall be limited to the maximum value of the services provided (personal damages and damage to property together).

4.4 Prices and payment

All prices quoted are in Swiss francs (SFr.) exclusive of VAT. Invoicing will take place along with delivery of the hardware components, performance of a service, conclusion or extension of an IBASEC Premium Support Agreement. The term of payment is 30 days net.

Keyon may increase its prices with three months' written notice at the end of a calendar year (at the earliest at the end of 2007) effective on the first day of the following calendar year and in line with the rise in the Swiss consumer price index.

4.5 Severability

If any of the provisions in this Agreement is found invalid, the remaining provisions shall remain in full force and effect, and the provision in question will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

4.6 Secrecy and data protection

All information and data, to which Keyon shall gain access in connection with performance of its services will be treated as confidential and will be used exclusively within the context of performance of its services. The duty to maintain secrecy and protect data shall continue to apply after termination of this Agreement.

4.7 Simple partnership

By concluding this Agreement, the parties hereto are not concluding a simple partnership.

4.8 Applicable law and place of jurisdiction

This Agreement is subject to Swiss Law. The place of jurisdiction for any disputes arising out of or in connection with this Agreement shall be the courts of law at Keyon's place of business.