

SWIVEL SECURE SUMMARY OF 8/5 MAINTENANCE AND SUPPORT

TECHNICAL SUPPORT

GENERAL

Customer is entitled to access Swivel Secure's Knowledge Base and to contact Swivel Secure's Support team to raise general enquiries with regard to the Licensed Software and to address faults within its Swivel Secure installation.

For general enquiries, initial contact is made through email to supportdesk@Swivelsecure.com and Swivel Secure seeks to provide an initial response within one Business Day (any day of the week other than (i) a Saturday or a Sunday and (ii) a bank or public holiday in England).

REPORTING OF FAULTS

Reporting and resolving faults with the Licensed Software is handled as follows.

The following fault classifications are used by Swivel Secure:-

| Priority | Description | Example |
|----------|--|--|
| P1 | Service wide fault, affecting all users and all services. | Swivel Secure service fails to start. |
| P2 | Fault affecting some services for all users or all service for some users. | Integration with a VPN fails. Issue with AD integration deletes multiple accounts. |
| P3 | Fault affecting a small minority of users or affecting an ancillary service. | Problems with a few accounts. Issues with logging etc |
| P4 | General enquiry, cosmetic issue or feature request | Request for new feature or change of wording. |

Initial contact is made either through the Swivel Secure Support Portal which is accessible at <https://supportdesk.swivelsecure.com/login/user> or by email supportdesk@Swivelsecure.com. In addition, for P1 and P2 faults, Customer must also call the Swivel Secure Support Desk on **+44 (0)113 486 0111**. *(Additional numbers may be added at any time including global regional numbers).*

To be able to use the Swivel Secure Support Portal an account is required. Customers can register on the support portal by clicking the "Register" button on the login page.

It is the customers responsibility to provide as much relevant information in the first instance in order help Swivel Secure to resolve the fault in a timely manner.

A receipt for the fault notification made, as required above, is sent via email by Swivel Secure within one hour. If such receipt email is not received within that time then Swivel Secure Support Desk should be contacted, by telephone (**+44 (0)113 486 0111**) to confirm that the fault notification has been received.

Swivel Secure determines the priority classification of a notified fault.

Swivel Secure responds within 2 hours from receipt of the original fault notification by email or telephone as appropriate. The response will have confirmation of priority classification and a plan of action or relevant follow up questions.

RESOLUTION

8/5 Support provides support cover between 09:00 and 17:30 (local Time) Monday to Friday for customers. Any faults reported outside of these times will be allocated to a Swivel Secure support engineer at the start of the next business day. Any P2, P3 or P4 faults will be worked on by Swivel Secure support engineers during the supported times. **P1 faults reported within the contracted time will be worked on by Swivel Secure support engineers until resolution, even if this goes outside the 09:00-17:30 times.**

Swivel Secure uses all reasonable endeavours to resolve any notified P1 or P2 fault within one Business Day, any notified P3 fault within five Business Days and any notified P4 fault within ten Business Days (unless development work is required for a feature request).

If the fault is caused by a defect in any element of the Licensed Software, then Swivel Secure uses all reasonable endeavours to issue a patch/upgrade to remedy the fault within the following timescales.

| Priority | Description |
|----------|--|
| P1 | Emergency Patch within 48 Business Hours |
| P2 | Emergency Patch within 48 Business Hours |
| P3 | Patch/Upgrade within 5 Business Days |
| P4 | Feature request in line with software release cycles |

Patches are only issued by Swivel Secure for supported versions of Swivel Secure software. If a fault is reported in an unsupported version of Swivel Secure software, an upgrade to a supported version would be required. If the fault still remains after the upgrade, then a patch will be issued for the supported version.

Swivel Secure supports any software version for a period of a minimum of 24 months after the immediately following software version is released.

SOFTWARE SUBSCRIPTION

Customer is entitled to the following:

- Each in-version upgrade that occurs during the term of the subscription (that is, with a version number that is incremented to the right of the decimal point, e.g. v3.8 to v3.9, v4.0 to v4.1).
- Maintenance releases, patch fixes and error corrections, which are available for download from Swivel Secure's website.
- Access to related utilities and features, including change pin type applications and new integration options.

For the avoidance of doubt:

- a. Any new version of the software (that is, with a number that is incremented to the left of the decimal point, e.g. from version 3.x to version 4.x) is specifically excluded.
- b. The professional services to install or migrate to any upgrade, maintenance release, patch fix and/or error correction are not included (and it is at the absolute discretion of Swivel Secure whether to charge for such professional services).



GENERAL

- Maintenance and support is provided on Swivel Secure's then prevailing terms and conditions.
- Maintenance and support contracts are for a minimum 12-month term with payment in advance.
- If maintenance and support is terminated for any reason there is no refund of monies already paid.
- Swivel Secure is entitled to suspend provision of maintenance and/or support if Customer is in payment default to either Swivel Secure or its distributor or reseller.
- Such maintenance and support as is required by Customer must at all times be in respect of Customer's maximum possible total usage for the Licensed Software (and regardless of whether Customer is in fact using its maximum possible total usage).
- Swivel Secure does not permit a reduction in the maximum total usage acquired by Customer and therefore it is not possible at any time to reduce maximum possible total usage.
- If Customer does not renew maintenance and support in respect of Licensed Software with effect from immediately after the end of the current term, it may subsequently renew maintenance and support in respect of the Licensed Software provided that (i) a reinstatement fee is payable by Customer at Swivel Secure's then prevailing rate and (ii) renewal will be back dated to immediately after the end of the latest term and fees shall be calculated accordingly.
- Customer must provide Swivel Secure with access to its systems (including, without limitation, remote access) to enable Swivel Secure to perform support.
- Should any notified fault be caused by an upgrade to a Customer system to which the Licensed Software integrates then Swivel Secure shall use its reasonable endeavours to resolve the issue but cannot accept any responsibility if the fault cannot be resolved.
- Swivel Secure will have no obligation to provide maintenance/support in respect of any fault caused by (a) the improper use of the Licensed Software or (b) any alteration to the Licensed Software made without Swivel Secure's approval.
- Should any notified fault be caused by an upgrade to a Customer system to which the Licensed Software integrates then Swivel Secure shall use its reasonable endeavours to resolve the issue but cannot accept any responsibility if the fault cannot be resolved.
- Swivel Secure will have no obligation to provide maintenance/support in respect of any fault caused by (a) the improper use of the Licensed Software or (b) any alteration to the Licensed Software made without Swivel Secure's approval.

