

SWIVEL SECURE LIMITED - CLOUD SOFTWARE SERVICE MAINTENANCE AND SUPPORT AGREEMENT

Definitions and interpretation

In this Maintenance and Support Agreement, the following expressions shall have the following meanings:

“Business Day” means any day of the week other than (i) a Saturday or a Sunday or (ii) a bank or public holiday in England;

“Business Hours” means 0900 to 1700 (London time) on a Business Day;

“Customer” means a person or entity which has contracted to purchase a subscription to the Service Offering from the Supplier or its reseller;

“Quarter” means, in respect of Customer’s subscription to the Service Offering, each period of three consecutive months, the first such three month period commencing on the subscription commencement date;

“Quarterly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the applicable Quarter in which the Service Offering was in the state of Unavailability in the relevant regions identified in the relevant purchase order. Quarterly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion;

“Service Offering” means access to the cloud service provided by Supplier, as such service is more fully described on the applicable page of Supplier’s website, including any software component, technology and associated documentation used or provided by Supplier to offer such service;

“Services” means support and maintenance services provided or to be provided by Supplier to Customer;

“SLA Exclusion” means any exclusion to the SLAs set out in this Maintenance and Support Agreement;

“Supplier” means Swivel Secure Limited, a company incorporated in England and Wales with registered number 04068905 whose registered office is at Equinox 1, Audby Lane, Wetherby LS22 7RD; and

“Unavailable” and **“Unavailability”** means when there is no external connectivity to the Service Offering or any part of it.

Supplier may modify this Maintenance and Support Agreement, the Service Commitments described in this Maintenance and Support Agreement and/or any or all of the Services at any time by either, (i) sending the updated Maintenance and Support Agreement, details of the modified Service Commitments and/or details of the modified Services to Customer, including, without limitation, by email or (ii) uploading any change, update or other modification online at Customer’s online login page for the Service Offering from time to time and the modified Maintenance and Support Agreement, Service Commitments and/or Services will become effective as soon as they are made available to view at such page.

Customer acknowledges that elements of the Services may incorporate or interoperate with support and/or maintenance being provided by third parties (each being a **“Third Party Maintenance Service”**) and depend on the continuing availability of each Third Party Maintenance Service. Furthermore, the receipt of the Services may depend on the acceptance of separate terms and conditions applicable to the use of Third Party Maintenance Services which the relevant third parties may change with or without notice in their absolute discretion. Supplier may update, change or modify this Maintenance and Support Agreement, the Service Commitments and/or any or all of the Services at any time as a result of a change in, or unavailability of Third Party Maintenance Services as described in the paragraph above. If any third party ceases to make its Third Party Maintenance Service available on reasonable terms, as determined by Supplier in its sole discretion, Supplier may cease providing that element of the Services to the Customer. Any changes to Third Party Maintenance Services, including their availability or unavailability, during the term does not affect Customer’s obligations under this Maintenance and Support Agreement or the applicable order, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

Service Commitment – Availability of Service Offering

Supplier will use commercially reasonable efforts to make the Service Offering available with a Quarterly Uptime Percentage of at least 99.95%, measured on a twenty four (24) hours a day, seven (7) days a week basis, each Quarter (the **“Service Availability Commitment”**).

SLA Exclusions

(a) The Service Availability Commitment does not apply to any unavailability, suspension or termination of the Service Offering: (i) that results from a suspension described in the section headed **“Suspension”** of the end user license agreement in respect of the Service

Offering; (ii) caused by factors outside of Supplier’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service Offering; (iii) that results from any actions or inactions of Customer or any third party; (iv) that result from Customer’s equipment, software or other technology (other than third party equipment within Supplier’s direct control) or (v) that arises from any action(s) or circumstance(s) referred to in paragraphs (b) to (d) inclusive of this section (SLA Exclusions).

- (b) From time to time, Supplier may apply upgrades, patches, bug fixes or other maintenance to the Service Offering (**“Maintenance”**). Supplier agrees to use reasonable efforts to provide Customer with prior notice of any scheduled Maintenance (except for emergency Maintenance) and Customer agrees to use reasonable efforts to comply with any Maintenance requirements that Supplier notifies Customer about.
- (c) As part of using the Service Offering, Customer agrees that dedicated instances are subject to reboot Maintenance at most once every three months. Except for emergency reboot Maintenance, Supplier agrees to provide 7 days’ notice prior to reboot Maintenance of dedicated instances. Supplier has no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from rebooting dedicated instances.
- (d) As part of using the Service Offering, Customer also agrees that it may be necessary for Supplier to periodically restart the server used in connection with the provision of the Service Offering in order to ensure the proper functioning of the Service Offering. Except when Supplier needs to undertake such a

restart in an emergency, Supplier agrees to provide at least 3 days' notice prior to a restart. Supplier has no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from this action.

Service Commitment - Technical Support

Customer is entitled to access Supplier's knowledge base and to contact Supplier's support team to raise general enquiries with regard to the Service Offering.

For general enquiries, initial contact should be made through email at the address indicated at <https://supportdesk.swivelsecure.com> and Supplier will seek to provide an initial response within one Business Day.

Reporting of Faults

Reporting and resolving faults with the Service Offering is handled as follows. The following fault classifications are used by Supplier:

Priority	Description	Example
P1	Service wide fault, affecting all users and all services.	Service Offering is down.
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	Cosmetic issue or feature request	Request for new feature or change of wording.

Initial contact is made either through the support ticketing system which is accessible at <https://supportdesk.swivelsecure.com> or by email at the address indicated at <https://supportdesk.swivelsecure.com> (using plain text). For P1 and P2 faults, Customer must in addition to using the ticketing system, email at the address indicated at <https://supportdesk.swivelsecure.com> (using plain text).

Customer must provide as much relevant information in the first instance in order to reduce the time required to resolve the fault.

A receipt for the fault notification made as required above will be sent by email by Supplier within one hour. If such receipt email is not received within such time then support should be contacted by telephone using the telephone numbers indicated at <https://supportdesk.swivelsecure.com> or by email at the address indicated at <https://supportdesk.swivelsecure.com> (using plain text) to confirm that the fault notification has been received.

Supplier shall determine, acting reasonably, the priority classification of a notified fault.

Supplier shall respond 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

Supplier will use 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. If the fault is caused by a defect in any element of the Service Offering, then Supplier will use all

reasonable endeavours to issue a patch/upgrade (to be implemented into the Service Offering by Supplier) to remedy the fault within the following timescales.

Priority	Description
P1	Emergency Patch within 2 Business Days
P2	Emergency Patch within 2 Business Days
P3	Patch/Upgrade within 5 Business Days
P4	Feature request within 10 Business Days

Should any notified fault be caused by an upgrade to a Customer’s system to which the Service Offering is accessed then Supplier shall use its reasonable endeavours to resolve the issue but cannot accept any responsibility if the fault cannot be resolved.

Supplier will have no obligation to provide Services in respect of any fault caused by (a) the improper use of the Service Offering or (b) any alteration to the Service Offering made without Supplier’s approval.

Any post-incident analysis will be performed during Business Hours.

Service Offering Subscription

Customer shall be entitled to the following:

- each in-version upgrade that occurs during the term of the subscription;
- Maintenance releases, patch fixes and error corrections to the Service Offering (to be implemented into the Service Offering by Supplier); and
- Access to related utilities and features, including change pin type applications and new integration options.

For the avoidance of doubt, 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 Supplier whether to charge for such professional services).

Supplier Further Points of Contact

If, after reporting to Supplier, in the manner required under this Maintenance and Support Agreement, a fault with the Service Offering, Customer wishes to raise any issue(s) or concern(s) with regard to the resolution of such fault, Customer should in the first instance contact Supplier’s Support Desk Manager.

If, after engaging with Supplier’s Support Desk Manager and giving the Support Desk Manager a reasonable opportunity to address the issue(s) or concern(s), Customer wishes to further discuss the issue(s) or concern(s) with Supplier, Customer should contact Supplier’s Product Manager. If, after engaging with Supplier’s Product Manager and giving the Product Manager a reasonable opportunity to address the issue(s) or concern(s), Customer wishes to further discuss the issue(s) or concern(s) with Supplier, Customer should contact Supplier’s Chief Technology Officer (CTO).

Reference to the relevant Supplier individual under this section (Supplier Further Points of Contact) is not for the purpose of bypassing the fault resolution procedures referred to above in this Maintenance and Support Agreement but is intended to cover any issue(s) or concern(s) which arises in relation to the resolution of a fault. Supplier reserves the right to refrain from discussing with Customer the relevant issue(s) or concern(s) under this section while Supplier seeks to remedy the applicable fault in accordance with the fault resolution procedures referred to above.