

Swivel Secure Limited (“Swivel”)

Deal Registration Program Terms & Conditions (the “Conditions”)

1 ELIGIBILITY

- 1.1 The Swivel Secure Deal Registration Program (the “**Program**”) eligibility is as follows:
- 1.1.1 Available to all Platinum, Gold and Silver partner resellers of Swivel in all territories. Eligible resellers will be referred to in these Conditions as “**Partners**”.
 - 1.1.2 The Program applies to the following eligible Swivel products and services:
 - (a) Swivel software;
 - (b) Swivel software maintenance and support;
 - (c) Swivel tokens;
 - (d) Swivel appliance (including virtual appliance); and
 - (e) Swivel professional services.
 - 1.1.3 The Program also applies to renewals of Swivel products and services which are of a specific term or duration, such as maintenance and support.

2 REGISTRATION OF OPPORTUNITIES

- 2.1 If a Partner submits an application to register a new opportunity with Swivel and Swivel grants registration in respect of such opportunity, then, subject to these terms and conditions, during the period of registration (including any period of extension of registration) only that Partner shall be entitled to the discounts which apply to registration of the opportunity as communicated pursuant to paragraph 3.2 below. Once registration has been granted in respect of a new opportunity, any other application for the same opportunity which is made within the registration period (including any period of extension of registration) will be rejected. If more than one Partner applies for registration of the same new opportunity before registration has been granted in respect of such opportunity, Swivel will consider the applications on their merits in order of receipt by Swivel. Any deal opportunity for which registration is granted by Swivel must be closed within the period of registration (including any period of extension of registration) in order to qualify for the discount applicable to registered opportunities.
- 2.2 Registration must be for a specific deal opportunity for a specific end-user. No applications for an end-user as an entity as a whole will be permitted. Eligible opportunities or end-user accounts may not be combined and require separate registration. If a Partner has separate opportunities for an end-user, it must register them separately.
- 2.3 To register a deal opportunity a Partner must submit to Swivel a deal registration application which must be communicated in the manner required by Swivel and must contain all of the information required by Swivel. Partners can access the deal registration application on the Partner Portal section of the Swivel website. Partners will receive an email from Swivel acknowledging receipt of the application.
- 2.4 Partners shall receive a response to an application by email within two business days (a business day being a day, other than a Saturday or Sunday, when banks are generally open for normal banking business in London) stating whether the registration is approved or rejected. If approval is granted, the approval date shall be stated in the email but if it is not stated, the approval date shall be the date on which the email is sent by Swivel. Approval or rejection of an application will be made at Swivel’s sole discretion and will be non-negotiable and final.
- 2.5 A deal shall remain registered for 90 calendar days from the approval date (except renewals which are dealt with at paragraph 2.6 below) and unless Swivel grants an

extension in respect of that deal in accordance with these Conditions, the deal shall automatically become unregistered at the end of such period.

- 2.6 For renewals of eligible products and services which have a specific term/duration (such as maintenance and support), the Partner which most recently sold the product/service which is due for renewal to the applicable end-user shall be the sole Partner eligible to submit a registration application in respect of such renewal opportunity prior to the expiry of the current term/duration. Such Partner may not submit an application earlier than 90 days prior to the expiry date. Registration of such an application shall end on the expiry date of the current term/duration but may be extended at Swivel's discretion as provided for in these Conditions.
- 2.7 If the Partner holding registration becomes unresponsive and/or is deemed not to be actively working the opportunity and/or is deemed not to be progressing the sale and/or the end user has stated in writing in respect of the registered opportunity that it will not make the purchase from the Partner holding registration, registration may be revoked at Swivel's discretion. Partners with registration for an opportunity must keep Swivel informed of the progress of the opportunity as much as reasonably possible and in any event not less than every 30 days.
- 2.8 To receive an extension of registration for an opportunity, a request must be completed in writing and submitted by the Partner holding the registration to Swivel prior to the end of the 90 calendar days from approval date (or prior to the expiry date in the case of a renewal). It shall be at Swivel's absolute discretion whether to grant an extension and if an extension is granted, for what period. Without prejudice to it being at Swivel's discretion whether to grant an extension, Swivel shall act in good faith in determining whether to grant an extension and shall consider the Partner's activity in relation to the opportunity. It is the sole responsibility of the Partner to monitor the expiry date of its approved registrations and to seek an extension if required.
- 2.9 Upon expiry of a deal registration for an opportunity, it is open to the Partner which held the registration which has expired and any other Partner to submit an application to register the opportunity.

3 DISCOUNTS

- 3.1 For Partners in the Program, the discounts which shall apply to **all** of their sales of the Swivel products and services referred to in paragraph 1.1.2 above shall depend upon whether a sale opportunity has been registered or not and whether the opportunity is registered or unregistered when the sale is completed. The applicable discount also depends upon the actual status of the Partner with Swivel (Platinum, Gold, Silver or Non-Accredited).
- 3.2 The discounts which shall apply for registered and unregistered opportunities for sale of the Swivel products and services referred to in paragraph 1.1.2 above shall be as advised by Swivel to Partners or as otherwise generally disclosed by Swivel.

4 GENERAL

- 4.1 All decisions by Swivel regarding Partner or deal eligibility shall be made at Swivel's discretion and shall be final.
- 4.2 Failure by any Partner to comply with the Swivel Deal Registration Program Terms and Conditions may result in ineligibility to receive applicable discounts for eligible products and services.
- 4.3 Swivel shall be entitled to contact end-users which are the subject of a registration application to establish the validity of information provided by the Partner submitting the application and/or to notify such end-users that Swivel is aware of their opportunity. Swivel will however notify the relevant Partner before contacting the applicable end-user and will provide the Partner with the opportunity to participate in any verbal communication with the end-user.
- 4.4 Deal registration discounts will not be available if restricted by law.

- 4.5 In no event shall Swivel be liable for any consequential, incidental, special or punitive damages of any kind, howsoever caused.
- 4.6 Swivel reserves the right to cancel or refuse Partner participation in the Program.
- 4.7 Swivel reserves the right to reject any registration application at its sole discretion and shall not be obliged to state any reason for rejection.
- 4.8 Swivel reserves the right to modify all or any of these Conditions and to terminate the Program without notice. Any applications approved prior to any such modifications shall be honoured by Swivel in accordance with these Conditions.
- 4.9 Swivel shall use all reasonable endeavours to prohibit duplicate deal registration approvals, but in the event that a duplicate approval is issued, Swivel will honour the application that was submitted first.
- 4.10 The Program is delivered “as is”. Swivel does not offer any warranties, whether express, implied, statutory or otherwise, with respect to the Program or any related documentation or services.

You can review our Privacy Policy here (<https://swivelsecure.com/about/privacy-policy/>) and our full terms and conditions here. (<https://swivelsecure.com/about/legal/>)