

SSL – CLOUD – TERMS & CONDITIONS OF SALE – 2026

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

- **"Buyer"** means the person or entity whose order for the Service Offering is accepted by the Supplier.
- **"Service Offering"** means the Swivel Secure managed cloud-based authentication services (as defined in the EULA).
- **"Supplier"** means **Swivel Secure Limited**, Regus City West, Building 3, Gelderd Road, Leeds, LS12 6LN.
- **"Subscription Term"** means the fixed period of service (e.g., 12 or 36 months) specified in the accepted Quotation and Purchase Order.
- **"End User"** means the natural or legal person who ultimately uses the Service Offering, whether or not that person is the Buyer. Where the Service Offering is sold for onward resale, references to "Buyer" shall, where the context requires, be read as including the End User.

2. CREATION OF THE CONTRACT

2.1 These Conditions govern the purchase of the Service Offering to the exclusion of any other terms.

2.2 A Contract is formed only when the Supplier confirms acceptance of the Buyer's Purchase Order in writing.

2.3 Use of the Service Offering is conditional upon acceptance of the **SSL – CLOUD – EULA – 2026**.

3. PRICE AND BILLING STRUCTURE

3.1 The price for the Service Offering shall be as specified in the Supplier's quotation.

3.2 **Billing Logic:** While fees may be expressed as a "per user per month" rate for comparative purposes, they **are usually** calculated and payable as a single aggregate fee for the duration of the Subscription Term.

3.3 **Professional Services Cancellation:** Cancellations by the Buyer for scheduled services require notice:

3.4 Professional Services: Professional Services (typically tenant set-up, configuration, migration and knowledge-transfer assistance for the Service Offering) are delivered either (a) under a separate signed Statement of Work referencing these Conditions, or (b) against a pre-purchased block of Professional Services hours. Pre-purchased hours are consumed in 30-minute increments, are valid only during the Customer's then-current Subscription Term, are non-refundable, do not carry over on renewal unless expressly agreed in writing, and are tracked by Swivel whose records shall prevail absent manifest error. Unless a Statement of Work provides otherwise: (i) any configurations, scripts, templates or documentation produced

are licensed (not assigned) to the Customer for use solely with the Service Offering; (ii) all pre-existing Swivel intellectual property and any general-purpose tools or methodologies remain Swivel's exclusive property; (iii) Professional Services shall be deemed accepted on completion of the agreed milestone or five (5) Business Days after delivery if no objection is raised; and (iv) liability for Professional Services is included within the aggregate liability cap in clause 6.

- 7 days to 24 hours' notice: **50%** of the agreed fee.
- Less than 24 hours' notice: **100%** of the agreed fee.

4. TERMS OF PAYMENT

4.1 The Supplier shall invoice the Buyer for the full value of the Subscription Term in advance (the "Advance Payment").

4.2 Payment is due within **30 days** of the invoice date, unless an alternative payment period has been agreed in writing by the Supplier.

4.3 Failure to pay by the due date may result in the suspension of the Service Offering and interest charges at 4% above HSBC Bank plc base rate.

5. SUBSCRIPTION PERIOD AND RENEWALS

5.1 Fixed Term: The Contract is for the duration of the Subscription Term specified in the accepted Quotation and Purchase Order.

5.2 **No Automatic Renewal:** This Contract will not automatically renew. The Supplier may issue a renewal quotation prior to expiry; however, a new Contract will only be formed upon the Supplier's written acceptance of a new Purchase Order.

5.3 **Usage Levels:** Invoiced amounts are based on the committed user count. No credits or refunds are provided if actual usage falls below this number.

6. WARRANTIES AND LIABILITY

6.1 **Service Commitment:** Supplier will use commercially reasonable efforts to meet the targets specified in the **SSL – CLOUD – MAINTENANCE AND SUPPORT AGREEMENT – 2026**.

6.2 **Limitation of Liability:** Subject to statutory requirements for death or personal injury, the Supplier's maximum aggregate liability shall be limited to an amount equal to the **fees paid for the Service Offering in the 12 months preceding the date of the claim**. Where a multi-year term has been paid in advance, the liability shall be calculated as a pro-rata equivalent of one year's subscription fee.

7. DATA PROTECTION

7.1 The Supplier shall process personal data in accordance with the **Swivel Data Processing Agreement (DPA)** available at swivelsecure.com/legal/dpa.

8. GENERAL

8.1 **Notices:** Formal notices must be sent to the Supplier's registered office in Leeds.

8.2 **Choice of Law:** This Contract is governed by **English law** and the parties submit to the exclusive jurisdiction of the English courts.

8.3 **Channel Sale Acknowledgement:** The Buyer acknowledges that, where a separate Swivel

channel agreement (e.g., a Distributor Agreement or Reseller Agreement) is in force at the date of the Contract, the Buyer purchases under and in accordance with that channel agreement, which shall continue in full force and effect. Nothing in these Conditions is intended to vary or supersede that channel agreement, save as expressly set out herein in respect of the specific transaction described in the accepted Quotation and Purchase Order.

8.4 Ad Hoc Channel Transactions: Where no separate Swivel channel agreement is in force between Swivel and the Buyer at the date of the Contract, the Buyer is deemed to purchase as an authorised reseller solely for the specific transaction described in the accepted Quotation and Purchase Order. In such case, the Buyer agrees that, in addition to these Conditions, the following minimum channel obligations apply to that transaction: (a) the Buyer shall flow down the EULA, the applicable Maintenance & Support Agreement and the Global DPA to every downstream reseller and to the End User; (b) the Buyer shall not use the Marks except as expressly permitted under the Trademarks clause of these Conditions; (c) the Buyer shall not use the Products to provide managed, bureau or hosted services without Swivel's prior written consent; (d) the Buyer shall comply with all applicable export controls and sanctions; and (e) Swivel may, on written notice, require the Buyer to enter into Swivel's then-current standard channel agreement before accepting any further Purchase Order. Nothing in this clause creates an exclusive, ongoing or framework reseller relationship.

8.5 Flow-Down to End User: The Buyer shall ensure that, before any downstream reseller or End User is granted access to or use of the Products or the Service Offering, that party accepts the SSL EULA applicable to the relevant Product, the SSL Maintenance & Support Agreement (where Maintenance & Support is purchased), and the Swivel Global Data Processing Agreement, in each case in their then-current form available at swivelsecure.com/legal. The Buyer shall remain responsible to Swivel for any breach of those documents by a downstream reseller or End User to whom the Buyer has supplied the Products.

8.6 No Unauthorised Resale: The Buyer shall not resell, supply or otherwise make the Products or Services available to (a) any person or entity appearing on a UK, EU, US or other applicable sanctions list; (b) any downstream reseller or End User who is not bound by back-to-back EULA, Maintenance & Support and Data Processing terms equivalent in substance to Swivel's then-current standard documents; or (c) any party intending to use the Products to provide managed, bureau or hosted services to third parties without Swivel's prior written consent. Breach of this clause shall constitute a material breach entitling Swivel to terminate the Contract immediately and to revoke any activation keys or Service Offering credentials.

8.7 Trademarks: "SWIVEL SECURE", "AUTHCONTROL" and "AUTHCONTROL SENTRY" (the "Marks") are registered trademarks of Swivel Secure Limited (registered, as applicable, in the United Kingdom, the European Union, the United States of America (in part via WIPO designation) and Switzerland). The Buyer is granted no right, title or interest in the Marks except a limited, revocable, non-exclusive, non-transferable, royalty-free right to use the Marks solely to identify the Products and Services in the ordinary course of resale, in accordance with any brand guidelines issued by Swivel from time to time. The Buyer shall not (i) register, apply to register or use any trademark, trade name, domain name or social-media handle that is identical or confusingly similar to any of the Marks; (ii) alter, obscure or remove any Swivel trademark, copyright or proprietary notice; or (iii) use the Marks in a manner that is misleading, derogatory, or that suggests an endorsement, partnership or joint venture beyond that actually agreed in

writing. All goodwill arising from use of the Marks shall accrue exclusively to Swivel.