

SWIVEL SECURE LIMITED – CLOUD SOFTWARE SERVICE

END USER LICENSE AGREEMENT (“EULA”)

IMPORTANT: READ CAREFULLY. THIS LEGAL DOCUMENT IS A LICENCE AGREEMENT (“**LICENCE**”) BETWEEN **SWIVEL SECURE LIMITED** (ENGLISH COMPANY NUMBER 04068905) (“**SWIVEL**”) AND THE PERSON OR ENTITY (“**CUSTOMER**”) WHICH HAS CONTRACTED TO PURCHASE A SUBSCRIPTION FOR THE SERVICE OFFERING.

REGISTERED OFFICE: REGUS CITY WEST, BUILDING 3, GELDERD ROAD, LEEDS, LS12 6LN.

1. DEFINITIONS AND SERVICE PROVISION

1.1 Service Offering: Means the Swivel-hosted and managed cloud-based authentication services, including any associated software, technology, and documentation. This is distinct from Swivel’s “Self-Hosted” products.

1.2 Subscription Term: Means the fixed period of access (e.g., 12 or 36 months) as specified in the accepted Purchase Order.

1.3 Licence Grant: Swivel grants Customer a personal, non-exclusive, non-transferable licence to access and use the Service Offering for its internal business purposes only **for the duration of the Subscription Term**.

2. DATA PROTECTION AND DPA

2.1 DPA Incorporation: To the extent that Swivel processes any Personal Data on the Customer’s behalf, the parties shall comply with the **Swivel Data Processing Agreement (DPA)** available at swivelsecure.com/legal/dpa, which is hereby incorporated into and forms part of this Licence.

2.2 Compliance: Both parties shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

3. MAINTENANCE AND SUPPORT (SLA)

3.1 SLA Reference: Maintenance and support services for the Service Offering are provided in accordance with the **SSL – CLOUD - Maintenance and Support Agreement - 2026**.

3.2 Access: Availability of support is contingent upon the Customer having a valid, fully-paid Subscription Term.

3.3 PSTI Act (2026): To the extent that the Service Offering or any associated software components, mobile applications (including AuthControl Mobile) or hardware authentication

tokens fall within scope of the UK Product Security and Telecommunications Infrastructure Act 2022 and its 2026 implementing regulations (the "PSTI Act"), Swivel shall comply with the PSTI Act by maintaining a vulnerability disclosure path and by providing security updates for the duration of the active Subscription Term.

4. SUSPENSION OF SERVICE

4.1 Swivel may suspend Customer's access to the Service Offering immediately if:

- (a) Use of the service poses a security risk to the platform or other users;
- (b) Customer is in material breach of this Licence or the Terms of Sale (including non-payment of the Advance Payment);
- (c) Suspension is required by law or a regulatory body.

5. CLOUD PORTABILITY AND SWITCHING RIGHTS

5.1 **Vendor Switching:** In compliance with applicable regulations (including the EU Data Act where applicable), Customer may initiate a request to switch to an alternative provider with a maximum of **two (2) months' notice**.

5.2 **Assistance:** Upon request, Swivel shall use commercially reasonable endeavours to assist the Customer in porting its exportable Customer Data in a structured, commonly used, and machine-readable format.

6. TERMINATION AND DATA ERASURE

6.1 **Effect of Termination:** Upon termination of this Licence for any reason, Customer's right to access the Service Offering shall cease.

6.2 **Data Retrieval & Erasure:** Swivel shall make Customer Data available for retrieval by the Customer for a period of **thirty (30) days** following termination. After this 30-day period, Swivel shall permanently erase all Customer Data from its production environment, except where retention is required by law.

7. LIMITATION OF LIABILITY

7.1 **Liability Cap:** Swivel's maximum aggregate liability under or in connection with this Licence (whether in contract, tort, or otherwise) shall be limited to the **total fees paid by the Customer for the Service Offering in the twelve (12) months preceding the claim**.

7.2 **Multi-Year Terms:** Where a multi-year Subscription Term was paid in advance, the liability cap shall be calculated as the pro-rata equivalent of one year's subscription fee.

7.3 **Exclusions:** Nothing in this Licence limits liability for death or personal injury caused by negligence.

8. FORCE MAJEURE

8.1 Swivel shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to: acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, **major internet routing failures**, or **outages of third-party cloud infrastructure providers**.

9. GENERAL PROVISIONS

9.1 Third-Party Services: The Service Offering may depend on third-party services (e.g., SMS gateways). Swivel is not responsible for the performance or continued availability of such third-party providers.

9.2 Choice of Law: This Licence shall be governed by **English law** and the parties submit to the exclusive jurisdiction of the English courts.

9.3 End User: "End User" means the natural or legal person who ultimately downloads, installs, accesses or uses the Licensed Products, whether or not that person is the contracting Customer. Where the Licensed Products are acquired via a distributor or reseller, references to "Customer" in this Licence shall, where the context requires, be read as including the End User.

9.4 Direct Enforcement / Third-Party Rights: This Licence is enforceable directly against the End User upon first download, installation or access of the Licensed Products. Without prejudice to the foregoing, Swivel Secure Limited is entitled, under the Contracts (Rights of Third Parties) Act 1999, to enforce the terms of this Licence directly against the End User notwithstanding that the End User is not a contracting party to the underlying purchase contract. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

9.5 Evidence of Acceptance: The Licensed Products may log the date, time, version and user, account or tenant identifier associated with each acceptance of this Licence at first use. Such records, where created, may be relied upon by Swivel as evidence of the End User's acceptance of, and agreement to be bound by, this Licence.

9.6 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). Customer is granted no right to use the Marks other than a limited right to refer to the Licensed Products by name in internal documentation. Customer shall not register, apply to register or use any trademark, trade name, domain name or social-media handle that is identical or confusingly similar to the Marks, nor remove or alter any Swivel trademark, copyright or proprietary notice contained in or on the Licensed Products.