

SSL – CLOUD – MAINTENANCE AND SUPPORT AGREEMENT – 2026

1. DEFINITIONS AND SCOPE

1.1 **Service Offering:** Means the Swivel-hosted and managed cloud-based authentication services as defined in the **SSL – CLOUD – EULA – 2026**.

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

1.3 **Quarterly Uptime Percentage:** Calculated by subtracting from 100% the percentage of minutes during a Quarter in which the Service Offering was in a state of Unavailability, excluding downtime resulting from SLA Exclusions.

1.4 **SLA Exclusions:** Includes downtime caused by: (i) Customer's equipment or third-party software; (ii) Force Majeure events; (iii) Customer's breach of the EULA; or (iv) internet routing failures beyond the Supplier's demarcation point.

1.5 **"Business Day"** means any day other than a Saturday, Sunday, or public holiday in England.

2. SERVICE AVAILABILITY (SLA)

2.1 **Uptime Commitment:** Supplier shall use commercially reasonable endeavours to ensure the Service Offering maintains a Quarterly Uptime Percentage of at least **99.95%**.

2.2 **Maintenance Windows:** * **Planned Maintenance:** Supplier shall provide at least **3 Business Days' notice** for standard restarts and **7 Business Days' notice** for dedicated instance reboots.

- **Emergency Maintenance:** Supplier reserves the right to perform emergency maintenance without notice if a critical security risk is identified.

3. TECHNICAL SUPPORT AND FAULT CLASSIFICATION

3.1 **Standard Support:** Technical support is available 24 hours a day, 7 days a week, 365 days a year.

3.2 Classification and Response:

- **P1 (Critical):** Total loss of service. Response: **2 hours**. Target: Emergency patch within 2 Business Days.
- **P2 (Major):** Service degraded. Response: **2 hours**. Target: Emergency patch within 2 Business Days.
- **P3 (Minor):** Service operational; minor bugs. Response: **4 hours**.
- **P4 (Cosmetic):** UI issues or feature requests. Acknowledged for future roadmap.
- **3.2.1** Swivel aims to acknowledge all fault notifications within 2 hours of receipt.
- **3.2.2 Resolution Targets:** For P1 and P2 faults, Swivel aims to provide an emergency patch, workaround, or fix within two (2) Business Days. For P3 faults, Swivel aims to provide a patch or workaround within five (5) Business Days.

4. ESCALATION PATH

4.1 If the Customer wishes to raise concerns regarding the progress or quality of a resolution, the following path should be followed:

- **Level 1:** The Supplier's **Senior Support Engineer** (or Support Management);
- **Level 2:** The Supplier's **Head of Product** (or equivalent senior functional lead);
- **Level 3:** The Supplier's **Chief Operating Officer or Director**.

5. TERM AND COMPLIANCE

5.1 **Term:** This Agreement is valid only for the duration of the **Subscription Term**. Support obligations cease immediately upon the expiry or termination of the Subscription Term unless a new Purchase Order is accepted.

5.1A Reinstatement: If the Subscription Term is allowed to lapse and the Customer subsequently wishes to renew, (i) a reinstatement fee may be charged at Swivel Secure's then-prevailing rate, and (ii) the renewal term shall be backdated to commence immediately after the expiry of the previous term, with fees calculated accordingly.

5.2 **Data Protection:** All support interactions involving personal data are governed by the **Swivel Data Processing Agreement (DPA)** found at swivelsecure.com/legal/dpa.

5.3 **Registered Office:** Regus City West, Building 3, Gelderd Road, Leeds, LS12 6LN.

6. LIMITATION OF LIABILITY

6.1 **Liability Cap:** The Supplier's maximum aggregate liability for all claims, service credits, or breaches arising under this Agreement 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**.

6.2 **Pro-Rata Calculation:** Where a multi-year Subscription Term was paid in advance, the liability shall be calculated as a pro-rata equivalent of one year's subscription fee.