

SSL – SELF-HOSTED – EULA – 2026

1. LICENCE GRANT AND SCOPE

- **1.1 Grant:** Swivel grants Customer a personal, non-exclusive, non-transferable perpetual licence to use the Licensed Products (Software Images or VMs) and documentation solely for internal business purposes.
- **1.2 Activation:** Usage is restricted to the specific user count or level defined in the activation key provided upon payment.
- **1.3 Environment:** Deployment is restricted to a **Customer-Managed Environment** (On-premise or Buyer's own cloud). Customer is responsible for the security and maintenance of the underlying infrastructure.
- **1.4 Maintenance:** Swivel has no obligation to provide support unless Customer has a valid, fully-paid subscription to the **SSL – SELF-HOSTED – MAINTENANCE AND SUPPORT AGREEMENT – 2026**.
- **1.5 Appliance Integrity:** The Licensed Products are deployed on a hardened appliance. Customer shall not install, or permit the installation of, any third-party software (including, without limitation, monitoring agents, malware detection agents, endpoint protection tools, or other utilities) on the appliance without the prior written consent of Swivel Secure. Any such installation without consent constitutes a material breach of this Licence. Where Swivel Secure grants consent, it may do so subject to additional terms (including the Swivel Secure Third-Party Software Installation Waiver).

2. OWNERSHIP AND INTELLECTUAL PROPERTY

- **2.1 Title:** Customer is granted no title or ownership rights. All Intellectual Property Rights in the Licensed Products, including updates, remain the property of Swivel.
- **2.2 Restrictions:** Customer shall not: (i) reverse engineer, decompile, or decode the software; (ii) modify or create derivative works; (iii) sub-license, lease, or use the products to provide managed or cloud services to third parties.
- **2.3 Third-Party Software:** Without limiting clause 1.5, Customer shall not install or permit the installation of any software, agent, or executable not supplied by Swivel Secure on the appliance without prior written consent. For the avoidance of doubt, this includes any software that modifies, monitors, or interacts with the operating system, network stack, or file system of the appliance.

3. CONFIDENTIALITY AND TRADE SECRETS

- **3.1 Protection:** The Licensed Products contain trade secrets and confidential information. Customer shall use no less than a reasonable degree of care to prevent unauthorised disclosure.

- **3.2 Access:** Physical or digital access shall be restricted to employees or authorised agents with a "need to know" who are bound by these confidentiality terms.

4. WARRANTIES AND SECURITY COMPLIANCE

- **4.1 Limited Warranty:** Swivel warrants for **90 days** from delivery that the software will perform substantially in accordance with documentation. No warranty is given that the software will be error-free.
- **4.2 PSTI Act (2026):** Swivel complies with the UK PSTI Act by providing a vulnerability disclosure path and security updates during the active Maintenance & Support term.
- **4.3 Data Protection:** Processing of personal data is governed by the **Swivel DPA** at swivelsecure.com/legal/dpa.

5. LIMITATION OF LIABILITY

- **5.1 AGGREGATE CAP:** SWIVEL'S LIABILITY FOR DAMAGES TO CUSTOMER PURSUANT TO THIS LICENCE FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCTS IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE RELEVANT CLAIM OR THE DATE OF THE FIRST OF A NUMBER OF CONNECTED CLAIMS.
- **5.2 EXCLUSION OF CONSEQUENTIAL LOSS:** IN NO EVENT WILL SWIVEL AND/OR ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO OR THROUGH CUSTOMER FOR ANY (I) LOSS OF PROFIT, GOODWILL, BUSINESS OPPORTUNITY, ANTICIPATED SAVING OR (II) INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND, ARISING AS A RESULT OF USE OF OR INABILITY TO USE THE LICENSED PRODUCTS OR BREACH OF ANY TERM OF THIS LICENCE, REGARDLESS OF WHETHER SWIVEL WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- **5.3 STATUTORY EXCEPTIONS:** NOTHING IN THIS LICENCE SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR FRAUDULENT MISREPRESENTATION.

6. TERMINATION

- **6.1 Breach:** Swivel may terminate this Licence immediately if Customer commits a material breach.
- **6.2 Effect:** Upon termination, Customer shall immediately cease all use of the Licensed Products and, at Swivel's option, destroy or return all copies.

7. GENERAL PROVISIONS

- **7.1 Entire Agreement:** This Licence, together with the **SSL – SELF-HOSTED – TERMS & CONDITIONS OF SALE – 2026** and the **SSL – SELF-HOSTED – MAINTENANCE AND SUPPORT AGREEMENT – 2026**, constitutes the entire agreement.
- **7.2 Use of Name:** Swivel may use Customer's name and logo in marketing materials unless Customer provides written notice to cease.
- **7.3 Export Laws:** Customer shall comply with all applicable export laws and regulations.
- **7.4 Choice of Law:** This Licence is governed by **English law**.