

SSL – SELF-HOSTED – MAINTENANCE AND SUPPORT AGREEMENT – 2026

1. DEFINITIONS AND INTERPRETATION

- 1.1 “EULA” means the **SSL – SELF-HOSTED – EULA – 2026**.
- 1.2 “Licensed Software” means the Swivel software products/VMs as defined in the EULA.
- 1.3 “Services” means the technical support and maintenance services described herein.
- 1.4 “Business Day” means any day other than a Saturday, Sunday, or public holiday in England.

2. SCOPE OF SERVICES

- 2.1 **Standard Support:** Governs support for the standard Swivel software release only. All historical or bespoke branch builds are explicitly excluded.
- 2.2 **Maintenance:** Includes access to minor updates, patch fixes, and error corrections. Major version upgrades (e.g., v3.x to v4.x) are excluded unless specified in the accepted Quotation and Purchase Order.
- 2.3 **Remote Access:** Support is contingent upon the Customer providing necessary remote access to the Customer-Managed Environment.

3. TECHNICAL SUPPORT LEVELS (SLA)

- 3.1 **Fault Classification & Response:**
 - **P1 (Critical):** Total service failure. Response: **2 Business Hours**.
 - **P2 (Major):** Service degraded or partial failure. Response: **2 Business Hours**.
 - **P3 (Minor):** General bugs or UI issues. Response: **4 Business Hours**.
- 3.2 **Resolution Target:** For P1 and P2 faults, Swivel aims to provide an emergency patch, workaround, or fix within **two (2) Business Days**.

4. ESCALATION PATH

If a resolution is not progressing satisfactorily, the Customer shall follow this path:

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

5. CONFIDENTIALITY AND TRADE SECRETS

- 5.1 **Protection of IP:** Any patches, scripts, or workarounds provided during support are "Licensed Products" under the EULA and contain Swivel trade secrets. Customer shall treat such materials as Confidential Information.
- 5.2 **Data Privacy:** Swivel's access to Customer data during support is governed by the Swivel DPA at swivelsecure.com/legal/dpa.

6. TERM AND RENEWAL

- **6.1 Manual Renewal Only:** This agreement is for a fixed 12-month term. It **does not automatically renew**. A new Purchase Order is required to maintain access to the support desk and software updates.
- **6.2 Lapse and Reinstatement:** If the Customer allows the Maintenance & Support term to expire without timely renewal, (a) access to the support desk and to software updates shall cease on the day after expiry; (b) any continued use of the Licensed Products during the lapse period shall be at the Customer's own risk and shall not be covered by the warranty in the EULA or by Swivel's PSTI security-update obligations; and (c) reinstatement of Maintenance & Support after a lapse may be made conditional, at Swivel's discretion, upon payment of the fees for the lapsed period (in whole or in part) or a reasonable reinstatement uplift, in addition to the prevailing fees for the new term.

7. LIMITATION OF LIABILITY

- **7.1 AGGREGATE CAP:** SWIVEL'S LIABILITY FOR DAMAGES TO CUSTOMER PURSUANT TO THIS AGREEMENT 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.
- **7.2 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 SERVICES OR BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER SWIVEL WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- **7.3 STATUTORY EXCEPTIONS:** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.