

SSL – SELF-HOSTED – TERMS & CONDITIONS OF SALE – 2026

1. DEFINITIONS AND INTERPRETATION

1.1 **"Buyer"** means the person or entity whose order for Products or Services is accepted by the Supplier.

1.2 **"Products"** means Swivel Software Images, Virtual Machines (VMs), and/or physical TOTP Tokens.

1.3 **"Services"** means maintenance, support, or professional services provided by the Supplier.

1.4 **"Supplier"** means **Swivel Secure Limited**, Regus City West, Building 3, Gelderd Road, Leeds, LS12 6LN.

1.5 **"End User"** means the natural or legal person who ultimately uses the Products, whether or not that person is the Buyer. Where the Products are 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 A Contract is formed only when the Supplier accepts the Buyer's Purchase Order in writing.

2.2 These Conditions apply to the exclusion of any other terms that the Buyer seeks to impose. Use of Software Products is further governed by the **SSL – SELF-HOSTED – EULA – 2026**.

2.3 **Internal Use Only:** Products are sold for the Buyer's internal business use only. The Buyer shall not use the Products to provide managed services, bureau services, or commercial hosting to third parties without a separate written agreement from the Supplier.

3. PRICE AND CANCELLATION

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

3.2 **Professional Services Cancellation:** If the Buyer cancels scheduled services:

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

4. PAYMENT TERMS

4.1 The Supplier shall invoice the Buyer in full and in advance.

4.2 Payment is due within **30 days** of the invoice date. The Supplier reserves the right to suspend Services or revoke software activation keys in the event of non-payment.

5. DELIVERY AND SECURE SEED PROVISION

5.1 **Digital Delivery:** VMs and Software Images are delivered via electronic provision.

5.2 **Physical Delivery:** TOTP Tokens are delivered to the address specified in the Order. Risk passes to the Buyer upon delivery; Title passes only upon payment in full.

5.3 **Seed Data Security:** Seed Data (token secret keys) is delivered as a password-protected ZIP file via email. The password for the ZIP file is sent separately via SMS.

5.4 Nominated Contact: The Buyer must nominate a single contact person (providing a direct email and mobile number) at the time of order for the secure delivery of Seed Data.

6. WARRANTIES

6.1 Software: 90-day warranty against material defects from the date of delivery.

6.2 TOTP Tokens: Supplier warrants physical TOTP Tokens against defects in materials, workmanship, and battery life for **four (4) years** from the date of delivery.

6.3 Exclusions: This warranty does not cover physical damage or misuse. All sales of Tokens are final; no refunds are provided for unused stock.

7. LIMITATION OF LIABILITY

7.1 AGGREGATE CAP: SWIVEL'S LIABILITY FOR DAMAGES TO BUYER FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE AGGREGATE FEES PAID BY BUYER FOR THE PRODUCTS OR SERVICES IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE RELEVANT CLAIM.

7.2 EXCLUSION OF CONSEQUENTIAL LOSS: IN NO EVENT WILL SWIVEL AND/OR ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY (I) LOSS OF PROFIT, GOODWILL, BUSINESS OPPORTUNITY, OR ANTICIPATED SAVING OR (II) INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SWIVEL WAS ADVISED OF THE POSSIBILITY THEREOF.

7.3 STATUTORY EXCEPTIONS: NOTHING IN THIS CONTRACT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD.

8. GENERAL PROVISIONS

8.1 Confidentiality: Both parties shall treat all non-public information received from the other (including Seed Data and software object code) as Confidential Information.

8.2 Marketing: The Supplier may use the Buyer's name and logo in marketing materials unless the Buyer provides written notice to the contrary.

8.3 Export Control: The Buyer shall comply with all applicable export laws and sanctions regulations regarding the use and transfer of the Products.

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

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.