

End-User Licence Agreement

Swift SYNCRO and Swift LABS

Swift Performance Pty Ltd

28 May 2026

END-USER LICENCE AGREEMENT

Swift SYNCRO and Swift LABS\ Swift Performance Pty Ltd (ABN 42 071 744 020)\ **Last updated: 28 May 2026**

IMPORTANT — PLEASE READ CAREFULLY

You must read this End-User Licence Agreement (“**Agreement**”) carefully before clicking the “I Agree” button, downloading or using any Swift Performance software product, including Swift SYNCRO and Swift LABS (“**Application**”). By clicking “I Agree”, or by signing this document and downloading or using the Application, you agree to be bound by the terms and conditions of this Agreement.

In the absence of clicking the “I Agree” button due to administrative limitations or otherwise, you must sign this document before using any Swift Performance software.

Using the Application without agreeing to the terms of this Agreement is a breach of those terms.

This Agreement is a legal agreement between you — either as an individual or on behalf of an organisation (“**you**”) — and Swift Performance Pty Ltd (“**Swift Performance**”), and governs your use of the Application.

If you do not agree to the terms of this Agreement, do not click “I Agree” and do not download or use the Application.

The Application is licensed, not sold, to you by Swift Performance for use strictly in accordance with the terms of this Agreement.

1. Definitions

In this Agreement:

“**Application**” means the Swift SYNCRO software and the Swift LABS platform, including the CORE and INSIGHTS subscription tiers, and any associated firmware, updates and documentation made available by Swift Performance.

“**Hardware**” means any physical products supplied by Swift Performance, including G4 Timing Gates, EZEJUMP, DynaSled and APEX. Hardware is not licensed under this Agreement — it is either sold or rented under a separate agreement.

“**Rental Agreement**” means a written agreement between you and Swift Performance under which Hardware and associated Application access are provided on a rental or lease basis. Where you hold a Rental Agreement, Swift Performance will maintain warranty obligations for the Hardware for the duration of the rental term as set out in that agreement.

“**ACL**” means the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

2. Licence

Swift Performance grants you a revocable, non-exclusive, non-transferable, limited licence to download, install and use the Application for your **internal organisational purposes**, strictly in accordance with the terms of this Agreement.

3. Restrictions

You agree not to, and you will not permit others to:

- licence, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- copy or use the Application for any purpose other than as permitted under clause 2 (Licence);
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application;

- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Swift Performance or its affiliates, partners, suppliers or licensors.
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4. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights, is and shall remain the sole and exclusive property of Swift Performance. Nothing in this Agreement transfers any intellectual property rights to you.

5. Modifications to the Application

Swift Performance reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you, subject to any rights you may have under the ACL or other applicable law.

6. Updates

Swift Performance may from time to time provide enhancements or improvements to the Application, which may include patches, bug fixes, updates, upgrades and other modifications (“**Updates**”).

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Swift Performance has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application.

All Updates will be deemed to constitute an integral part of the Application and will be subject to the terms of this Agreement.

7. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products and services) or provide links to third-party websites or services (“**Third-Party Services**”).

You acknowledge and agree that Swift Performance is not responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency or quality. Swift Performance does not assume and shall not have any liability or responsibility to you or any other person for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8. Privacy

Swift Performance collects, stores, maintains and shares information about you in accordance with its Privacy Policy, available at:

<https://swiftperformance.com/privacy-policy>

By accepting this Agreement, you acknowledge that you agree and consent to the terms and conditions of our Privacy Policy.

9. Consumer Guarantees — Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the ACL or any other applicable legislation that cannot lawfully be excluded, restricted or modified. To the extent of any inconsistency between this Agreement and any non-excludable statutory right or remedy, the statutory right or remedy prevails.

10. No Warranties

Subject to clause 9 and to the maximum extent permitted by applicable law, the Application is provided to you “AS IS” and “AS AVAILABLE”, with all faults and defects and without warranty of any kind. Swift Performance expressly disclaims all warranties, whether express, implied, statutory or otherwise, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Without limiting the foregoing, Swift Performance provides no warranty or undertaking, and makes

no representation of any kind, that the Application will meet your requirements, achieve any intended results, be compatible with any other software or systems, operate without interruption, meet any performance or reliability standards, or be error-free.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you.

11. Limitation of Liability

Subject to clause 9 and to the maximum extent permitted by applicable law:

(a) the entire liability of Swift Performance under this Agreement shall be limited to the amount actually paid by you for the Application in the twelve (12) months immediately preceding the claim; and

(b) in no event shall Swift Performance or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including loss of profits, loss of data, business interruption or personal injury arising out of or in connection with the Application), even if Swift Performance has been advised of the possibility of such damages.

Nothing in this clause limits Swift Performance's liability for death or personal injury caused by Swift Performance's negligence, fraud or fraudulent misrepresentation.

12. Indemnification

You agree to indemnify and hold harmless Swift Performance and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors from any claim or demand, including reasonable legal fees, arising out of: (a) your use of the Application; (b) your violation of this Agreement or any law or regulation; or (c) your violation of any third-party right.

13. Term and Termination

This Agreement shall remain in effect until terminated by you or Swift Performance.

Swift Performance may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice, subject to any obligations under the ACL

or other applicable law.

This Agreement will terminate immediately, without prior notice, if you fail to comply with any provision of this Agreement.

You may also terminate this Agreement by deleting the Application and all copies thereof from your devices.

Upon termination, you shall cease all use of the Application and delete all copies from your devices.

Termination of this Agreement will not limit any of Swift Performance's rights or remedies at law or in equity in case of breach by you during the term of this Agreement.

14. Amendments to this Agreement

Swift Performance reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, Swift Performance will provide at least 30 days' prior written notice **by email to the address associated with your account** before any new terms take effect.

By continuing to access or use the Application after any revised terms become effective, you agree to be bound by the revised Agreement. If you do not agree to the new terms, you are no longer authorised to use the Application.

15. Severability

If any provision of this Agreement is held to be unenforceable or invalid, that provision will be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

16. Waiver

The failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall a waiver of a breach constitute a waiver of any subsequent breach.

17. Entire Agreement

This Agreement constitutes the entire agreement between you and Swift Performance regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Swift Performance.

You may be subject to additional terms and conditions that apply when you use or purchase other Swift Performance products or services, which Swift Performance will provide to you at the time of such use or purchase.

18. Governing Law and Jurisdiction

This Agreement is governed by the laws of Queensland, Australia, excluding its conflict of law rules. Your use of the Application may also be subject to other local, state, national or international laws.

The parties submit to the exclusive jurisdiction of the courts of Queensland, Australia.

19. Contact

For any questions about this Agreement, please contact:

Swift Performance Pty Ltd \ 2/1472 Boundary Road, Wacol QLD 4076, Australia \
info@swiftperformance.com

Acceptance

By signing below, you confirm that you have read, understood and agree to be bound by the terms of this Agreement on behalf of yourself or the organisation you represent.

Name: _____

On behalf of (organisation): _____

Position: _____

Date: _____

Signature: _____

— *End of Agreement* —

This document should be reviewed by a qualified Australian solicitor before external use.