



Training Course Registration Terms and Conditions

Thank you for registering for training courses provided by Magnet Forensics (“**Training Course(s)**”). BY SUBMITTING AN ORDER FOR THE TRAINING COURSE(S) IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS AS SET FORTH BELOW (“**AGREEMENT**”).

1. Purchasing Training Course(s).

1.1. All Training Course(s) purchased by you must be completed within twelve (12) months from your purchase order. At the end of the twelve (12) month period the outstanding balance for any Training Course(s) not completed shall become payable and Magnet Forensics shall be entitled to invoice you. You agree that the requirement to complete all Training Course(s) within twelve (12) months or pay the outstanding balance for Training Course(s) not completed is not a penalty but instead a reconciliation payment for costs incurred by Magnet Forensics due to your non-attendance.

2. Rescheduling/Cancellation.

2.1. Training Course(s) can be rescheduled to a later date or cancelled by either Magnet Forensics or you without charge or penalty if written notice is received twenty-one (21) days or more prior to the date of the Training Course. No rescheduling shall be permitted on less than twenty-one (21) days written notice, which shall constitute a cancellation without a refund. Your written rescheduling or cancellation notice must be emailed to training@magnetforensics.com. If Magnet Forensics cancels a Training Course due to insufficient attendance, you will have the option to register in a different scheduled Training Course or receive a full refund. Please do not book travel until you have confirmed that the Training Course will be running.

3. Payment.

3.1. Fees for the Training Course(s) are payable within thirty (30) days from date of the invoice issued when we receive your purchase order. If you fail to pay the fees when payable, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law. You shall also be responsible for paying for all reasonable fees and costs incurred by Magnet Forensics, including legal fees, in collecting any overdue amounts.

4. Taxes.

4.1. Unless otherwise indicated, all amounts payable by you for Training Courses are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction. If you are required to withhold any taxes from payments owed, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced.

5. Training Materials.

5.1. As part of a Training Course, you shall have access to training materials provided by Magnet Forensics (“**Training Materials**”). Magnet Forensics hereby grants you a non-exclusive, non-transferable, revocable right and license to access and use the Training Materials for the sole purpose of obtaining training on the products of Magnet Forensics. You acknowledge that the license to use Training Materials shall not include a right to enhance, alter, reproduce or produce derivative works based upon the Training Materials, nor the right to transfer, assign, disclose or otherwise share the Training Materials to any third party. Magnet Forensics shall retain the ownership of, copyright in, and all intellectual property rights in and to the Training Materials, in whatever form and media, and all parts thereof.

6. Training Warranty.

- 6.1. Magnet Forensics will make every effort to provide the you with all important knowledge during Training Course(s), as per the current Training Materials.

7. Limitation of Liability.

- 7.1. Direct Damages. In no event will Magnet Forensics be liable under this Agreement for any damages other than your direct damages to the extent arising from Magnet Forensics' gross negligence or willful misconduct, and in no event, shall Magnet Forensics' aggregate liability exceed the amounts paid by you to Magnet Forensics for the Training Course(s).

- 7.2. EXCLUSIONS. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET FORENSICS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS OR OPPORTUNITY, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT MAGNET FORENSICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGNET FORENSICS SHALL ONLY BE LIABLE TO YOU AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND SHALL HAVE NO OTHER OBLIGATION, DUTY OR LIABILITY TO YOU. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY YOU, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, AUTHORISED RESELLER, SUPPLIER, SERVICE PROVIDER, OR INDEPENDENT CONTRACTOR OF MAGNET FORENSICS OR ANY AFFILIATES OF MAGNET FORENSICS HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

8. NO LIMITATIONS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

9. Governing Law.

- 9.1.1. These terms and conditions, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Ontario, Canada, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law.

10. Entire Agreement.

- 10.1. These terms and conditions constitute the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on your purchase order or otherwise, shall not apply.

11. Magnet Forensics Entity.

11.1. "Magnet Forensics" means: (a) where your primary address is anywhere other than in the U.S., Magnet Forensics Inc., with an office at 156 Columbia Street West, Unit #2, Waterloo, Ontario, Canada N2L 3L3; (b) Where your primary address is in the U.S. (including its territories, protectorates or overseas regions), Magnet Forensics USA, Inc., with an office at 2250 Corporate Park Drive, Suite 230, Herndon, Virginia, U.S. 20171.

12. Jurisdiction Specific Terms. Where your primary address is:

12.1. in Europe (including Greenland), the Middle East, or Africa, then the following amendments apply to this Agreement:

12.1.1. The first sentence of Section 9 is deleted in its entirety and replaced with the following:

9. Governing Law. These terms and conditions, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of England. ...

12.2. in U.S., then the following amendments apply to this Agreement:

12.2.1. The first sentence of Section 9 is deleted in its entirety and replaced with the following:

9. Governing Law. These terms and conditions, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of New York, U.S.. ...

12.3. in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), then the following amendments apply to this Agreement:

12.3.1. The first sentence of Section 9 is deleted in its entirety and replaced with the following:

9. Governing Law. These terms and conditions, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Singapore...

12.4. not in any of the regions or countries specified in Section 12.1, 12.2, or 12.3, the terms and condition will apply to you without further amendment.

[END OF AGREEMENT]