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### 13 Magnet Forensics Entity, Governing Law and Arbitration

- 13.1 "Magnet Forensics", "we", and "us" 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.
- 13.2 **Governing Law.** This Agreement, 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. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to consent to the jurisdiction and venue of Ontario, Canada, then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 13.3 **Arbitration.** Excluding claims for injunctive or other equitable relief and for claims related to the Software, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, such arbitration shall be settled by final and binding arbitration which will be held in accordance with the rules of arbitration of the Arbitration Act, 1991 (Ontario) and conducted in Toronto, Ontario. The arbitration shall be heard by one arbitrator appointed in accordance with the applicable rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## **14 General Provisions**

- 14.1 **Entire Agreement.** This Agreement constitutes 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. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 14.2 **Force Majeure.** Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party hereunder.
- 14.3 **Waiver.** No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 14.4 **Notices.** Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier or facsimile, delivered in electronic form.

- 14.5 **Assignment.** We may assign this Agreement without prior notice to You. You shall not assign or transfer (including by operation of law) this Agreement without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 14.5 shall be null and void.
- 14.6 **Survival.** Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.
- 14.7 **Electronic Execution.** You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 14.8 **Invalidity.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.
- 14.9 **English.** It is the express will of the parties that this Agreement and all related documents have been drawn up in English. Where Your primary address is in Québec, then it is the express will of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
- 14.10 **Publicity.** Upon obtaining Your written permission (not to be unreasonably withheld) Magnet Forensics may make announcements, press releases, publications, presentations and other public statements that reference Your identity as a customer, provided that Magnet Forensics does not disclose Your confidential information in the course of such publicity or misrepresent Your relationship with Magnet Forensics.
- 14.11 **Third Party Interest.** Magnet Forensics' affiliates, and Magnet Forensics and our affiliates' respective directors, officers, and employees are intended third party beneficiaries for the purpose of License Grant (Section 2.4), Warranty (Section 6), Limitation of Liability (Section 8), Indemnification (Section 9) and Compliance with Laws (Section 12.2) as if each was a party to this Agreement, in accordance with this Section and any applicable laws or regulations in Your jurisdiction. Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under this Agreement.

## **15 Contact**

- 15.1 If You have any questions regarding this Agreement, or if You have any questions, complaints, claims or other legal concerns relating to Magnet Forensics or its business, please contact Magnet Forensics at:

Magnet Forensics Inc.  
156 Columbia Street West, Unit # 2

Waterloo, Ontario  
N2L 3L3  
Phone: +1 (844) 638-7884  
Email: [legal@magnetforensics.com](mailto:legal@magnetforensics.com)

## 16 Jurisdiction Specific Terms

16.1 Where Your primary address is in Europe (including Greenland), the Middle East, or Africa, then the following amendments apply to this Agreement:

(a) Section 2.2(b) is deleted in its entirety and replaced with the following:

*(b) except to the extent that Magnet Forensics is expressly precluded by law from prohibiting these activities, enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof including the software that is provided as a license key to validate authorised use of the Software by a User and provided that the information obtained by You during such activities:*

- a. is used only for the purpose of achieving interoperability of the Software or any part thereof with another software program;*
- b. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and*
- c. is not used to create any software which is substantially similar to the Software;*

(b) The first sentence of Section 13.2 is deleted in its entirety and replaced with the following:

*13.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of England. ...*

(c) The last sentence of Section 14.11 is deleted in its entirety and replaced with the following:

*... Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind, or agree to any variation, waiver, or settlement under this Agreement are not subject to the consent of any other person.*

16.2 Where Your primary address is in the U.S., then the following amendments apply to this Agreement:

(a) Section 13.2 is deleted in its entirety and replaced with the following:

*13.2 This Agreement, 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., 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. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to consent to the jurisdiction and venue of federal and state courts located in New York, New York, U.S., then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.*

- (b) Section 13.3 is deleted in its entirety and replaced with the following:

*13.3 Excluding claims for injunctive or other equitable relief and for claims related to the Software, any dispute or controversy arising out of or relating to this Agreement, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Agreement shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York, New York or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The decision of the arbitrator will be final and binding on the parties. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.*

- 16.3 Where Your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), then the following amendments apply to this Agreement:

- (a) Section 13.2 is deleted in its entirety and replaced with the following:

*13.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Singapore, 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. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to consent to the jurisdiction and venue of Singapore, then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.*

- (b) Section 13.3 is deleted in its entirety and replaced with the following:



13.3 *Excluding claims for injunctive or other equitable relief and for claims related to the Software, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, except to the extent specifically prohibited by applicable law in Your jurisdiction, shall be settled by final and binding arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, and conducted in Singapore. The arbitration shall be heard by one arbitrator appointed in accordance with the SIAC Rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.*

(c) The last sentence of Section 14.11 is deleted in its entirety and replaced with the following:

*... Except as otherwise specifically stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act.*

16.4 If Your primary address is not in any of the regions or countries specified in Section 16.1, 16.2, or 16.3, the Agreement will apply to You without further amendment.

**Appendix A****SITE LICENSE OR MAGNET REVIEW**

If Your Order indicates that You are licensing the Software on a Site License basis or you are licensing Magnet Review then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

**1 Definitions (This definition shall be added to Section 1 of the End User License Agreement).**

1.1 **"Instance"** means a copy of the Software that a User is authorized to use, in accordance with the terms set forth in this Agreement. For Site License deployments, Users may be authorized to use multiple copies of the Software. The maximum number of Instances per User are stated in Your Order.

**2 Support. (This section shall replace section 5.1 of the End User License Agreement).**

2.1 Support. During the term of Your license, Magnet Forensics shall provide support and maintenance services, including upgrades and updates to the Software. All such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/> . If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its service providers may be recorded or logged for training, quality assurance, customer service and reference purposes. If Magnet Forensics provides You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates.

**3 License Compliance (This section shall replace section 10.5 of the End User License Agreement).**

3.1 Annual or End of Term Reconciliation. You must inform Magnet Forensics of any Users/Instances more than the maximum stated in Your Order on the date in which said Users/Instances started. Additionally, You acknowledge and agree that at the end of the Term, You shall provide Magnet Forensics with a record of all Users/Instances used during the Term, including details respecting Users/Instances in excess of the maximums stated in their Order.

3.2 Certificate. Upon request of Magnet Forensics, not to exceed once per twelve-month period, You shall provide a written certificate of compliance from an authorized signing officer confirming the number of Users/Instances and Your compliance with the other terms of this Agreement.

3.3 General Audit Rights. Magnet Forensics reserves the right to investigate suspected violations of this Agreement. Magnet Forensics shall be permitted to audit Your usage of the Software (not to exceed once annually and in accordance with Magnet Forensics standard procedures, which may include on-site and/or remote audit). You shall co-operate in the conduct of such audits. If an audit reveals (i) that You underpaid license fees and/or support services fees to Magnet Forensics; and/or (ii) that



## END USER LICENSE AGREEMENT

You have used the Software more than the Users/Instances stated in Your Order, You shall pay Magnet Forensics in accordance with section 3.4 herein.

- 3.4 Reconciliation. If it is determined that You are in breach of this Agreement, You shall pay to Magnet Forensics all underpaid amounts based on Magnet Forensics' then current prices plus an additional administration fee equal to fifteen percent (15%) of the amount for excess usage. Such amounts shall be immediately due upon Your receipt of Magnet Forensics' invoice specifying such underpaid amounts. The above-described actions are not Magnet Forensics' exclusive remedies and Magnet Forensics may take any other legal, equitable or technical action it deems appropriate in the circumstances.



**Appendix B**

**ACADEMIC LICENSE**

If Your Order indicates that You are licensing the Software on an Academic License basis then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

**1 License Grant (This section shall replace section 2.1 of the End User License Agreement).**

- 1.1 License. Magnet Forensics hereby grants to You an individual, non-exclusive, revocable, non-transferable perpetual license to use the Software on the User's computer(s) for academic, non-commercial purposes in accordance with the terms set forth in this Agreement and the Documentation. You may provide access to or use of the "Portable Case" functionality within the Software to third parties provided: (a) only one instance of the "Portable Case" functionality within the Software is in use at any time by any such third parties; (b) the third party must agree that their use of the "Portable Case" functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use; and (c) You must pay the applicable "Portable Case" license fees identified in Your Order, if any. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out in this Section 1.1 apply only for the time period identified in Your Order or for the time period authorized by Magnet Forensics or its authorized resellers, as the case may be.

**Appendix C****CONSULTANT LICENSE**

If Your Order indicates that You are licensing the Software on a Consultant License basis then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

**1 License Grant (The following sections shall replace sections 2.1 and 2.2 of the End User License Agreement).**

- 1.1 License. Magnet Forensics hereby grants to You an individual, non-exclusive, revocable, non-transferable perpetual license to use the Software on the User's computer(s) in accordance with the terms set forth in this Agreement and the Documentation. You may provide access to or use of the "Portable Case" functionality within the Software to Your customers provided such access is (a) directly related to Your provision of services to Your customer; (b) Your customer must agree that their use of the "Portable Case" functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use; and (c) You must pay the applicable per customer "Portable Case" license fees identified in Your Order, if any. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out in this Section 2.1 apply only for the time period identified in Your Order or for the time period authorised by Magnet Forensics, as the case may be.
- 1.2 Restrictions. You shall not and shall ensure that Users shall not:
  - 1.2.1 copy, reproduce, or modify the Software or any part thereof;
  - 1.2.2 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
  - 1.2.3 distribute, lend, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;
  - 1.2.4 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
  - 1.2.5 copy any Documentation unless specifically authorized in writing to do so by Magnet Forensics;
  - 1.2.6 use the Software in any unlawful manner; or
  - 1.2.7 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 2.2.1 – 2.2.6 above, or attempting to do so.

For the purposes of this provision "copy" or "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with in the Documentation; or (B) making one back-up copy of the Software, provided that such copy is not used simultaneously or concurrently with the original including, without limitation, pre-installing the Software or any part thereof on any computers used by other persons or third parties.

- 1.3 Services to third parties. You may utilize the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that:
  - 1.3.1 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages in accordance with the indemnity provisions set forth in this Agreement (including any claims that





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- may be brought by Your customers in relation to the services or Your use of the Software in providing the services);
- 1.3.2 You shall not permit Your customers to use the Software directly unless You have first obtained Magnet Forensics' express written permission, and such permission may be subject to parameters imposed by Magnet Forensics;
  - 1.3.3 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission, and such permission may be subject to parameters imposed by Magnet Forensics;
  - 1.3.4 You shall not, whether in an agreement for Your services or otherwise, in any way negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;
  - 1.3.5 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or any Magnet Forensics products or services, including the Software;
  - 1.3.6 You shall not make any representations, warranties or guarantees about Magnet Forensics or the Software and the operation of the Software, unless expressly authorized in writing by Magnet Forensics, and specifically shall in no event make any representations, guarantees or warranties that are inconsistent with the terms of this Agreement;
  - 1.3.7 You shall comply with all applicable federal, state, provincial and local laws and regulations in performing Your services, and
  - 1.3.8 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' marketing and trademark requirements, obtainable upon request from Magnet Forensics, and must submit all such proposed marketing activities to Magnet Forensics for approval prior to undertaking such activities.

**Appendix D****MAGNET ATLAS LICENSE**

If Your Order indicates that You are licensing Magnet ATLAS then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

**1 License Grant (This section shall replace section 2.1 of the End User License Agreement).**

1.1 License. Subject to Your payment of all applicable fees, Magnet Forensics hereby grants You for the license term stated in Your Order a non-exclusive, revocable, non-transferable license, for the limited number of Users identified in Your Order to use the Software for Your internal business purposes in accordance with the terms set forth in this Agreement and the Documentation.

**2 Section 2.3 of the End User License Agreement is deleted as non-applicable.**

**3 Section 2.11 of the End User License Agreement is deleted as non-applicable.**

**4 On Premise Loaned Equipment or Hosted Deployment. (This section shall be inserted in the End User License Agreement after Section 3 Beta Software).**

4.1 Loaned Equipment. If identified in Your Order, the Software shall be installed on hardware loaned from Magnet Forensics and stored at Your premises. Title to the loaned equipment shall remain with Magnet Forensics. Magnet Forensics shall provide maintenance services to ensure the Software operates on the loaned equipment in accordance with specifications in the Documentation, however, You shall be responsible for the full cost of repair or replacement of the loaned equipment that is damaged, lost, confiscated, or stolen from the time You assume custody until it is returned to Magnet Forensics. If the loaned equipment is lost, stolen or damaged, You agree to promptly notify Magnet Forensics. At the expiry of the license term stated in Your Order or earlier termination of this Agreement in accordance with the terms herein, You shall return the loaned equipment to Magnet Forensics in as good a condition as when received by You, except for reasonable wear and tear. Except as specifically stated herein and the Documentation, Magnet Forensics disclaims all representations and warranties associated with the loaned equipment and any use thereof, including any warranty of fitness for a particular purpose.

4.2 Hosted Deployment. If identified in Your Order, Magnet Forensics shall facilitate hosting the Software at a third-party site and granting You access to the Software during the license term stated in Your Order via a standard internet interface. You acknowledge that Magnet Forensics utilizes a third-party provider to host and provide access to the Software and as such Your use and access to the Software shall be subject to the terms of service from the third-party provider (including availability, service levels and acceptable use requirements). You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all transmitted data processed by the Software. Magnet Forensics shall endeavour to provide industry-standard secure data transmission channels for use by You to upload, enter or transmit data to the Software, for example using HTTPS protocol. However, despite such efforts, You acknowledge and understand that Your data may be accessed by unauthorized persons when communicated across the internet, network communications facilities, telephone or other electronic means. Magnet Forensics is not responsible for any of Your data which is delayed, lost, altered, intercepted or stored during the transmission across public networks. You agree that Magnet Forensics is not responsible for any interference with Your use of or access to the Software or security breaches arising from or attributable to the Internet and You waive all claims against Magnet Forensics in connection therewith.



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### **5 Support. (This section shall replace section 5.1 of the End User License Agreement).**

- 5.1 Support. During the license term stated in Your Order, Magnet Forensics shall provide support and maintenance services, including upgrades and updates to the Software. All such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/> . If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its service providers may be recorded or logged for training, quality assurance, customer service and reference purposes. If Magnet Forensics provides You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates.

**Appendix E****AXIOM CYBER LICENSE**

If Your Order indicates that You are licensing AXIOM Cyber, then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

**1 License Grant (This section shall replace section 2.1 of the End User License Agreement).**

License. Magnet Forensics hereby grants to You a non-exclusive, revocable, non-transferable license to use the Software in accordance with Your Order. You may provide access to or use of the “Portable Case” functionality within the Software to third parties provided: (a) only one instance of the “Portable Case” functionality within the Software is in use at any time by any such third parties; (b) such third parties must agree that their use of the “Portable Case” functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use and (c) You must pay the applicable “Portable Case” license fees identified in Your Order, if any.

**1.1 Machine Key Licensing.** If Your Order indicates “Machine Key/Fixed” then the Software is subject to a license fee that is calculated per hardware machine or hardware unit (a “**Machine**”). For a “Machine Key” license You are solely permitted to use the Software on the Machine on which such Software is first installed.

**1.2 Dongle Licensing.** If Your Order indicates “Dongle/Floating” the Software is subject to a license fee that is calculated per USB device provisioned with the Software (a “**Dongle**”). For a Dongle license You are solely permitted to use the Software on the Machine that the Dongle is connected to.

Software license grants shall be for that term set out in the Order or if no term is set out therein then the foregoing license grant shall be perpetual. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out above apply only for the time period identified in Your Order or for the time period authorized by Magnet Forensics, as the case may be.