



DEPLOYMENT SUPPORT SERVICES AGREEMENT

This Deployment Support Services Agreement (the “**Agreement**”) is a legal agreement between You and Magnet Forensics respecting assistance deploying the Software You licensed from Magnet Forensics (the “**Services**”). BY SUBMITTING AN ORDER FOR THE SERVICES IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS OR OTHERWISE ENGAGING MAGNET FORENSICS TO PERFORM THE SERVICES, YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. Authorised resellers of Magnet Forensics are not permitted to amend this Agreement, or to make any additional representations, commitments, or warranties binding on Magnet Forensics, other than in writing signed by an officer of Magnet Forensics.

If You have any questions or concerns about the terms of this Agreement, please contact us at legal@magnetforensics.com.

1 Definitions.

- 1.1 “**Magnet Forensics**”, “**we**”, and “**us**” have the meaning set out in Section 6.1.
- 1.2 “**Order**” means the document agreed to by Magnet Forensics and You indicating the quantity, price and term of the Services purchased.
- 1.3 “**Software**” means the software You licensed from Magnet Forensics;
- 1.4 “**You**”, and “**Your**” means: the entity that purchases the Services.

2 Services.

- 2.1 The Services shall consist of advice from Magnet Forensics provided via phone and e-mail pertaining to the installation and configuration of the Software. If specifically identified in Your Order, Services may also include on-site assistance with installation and configuration of the Software. Provision of Services does not include or require transmission of Your data to Magnet Forensics.
- 2.2 Magnet Forensics’ obligations to perform the Services will apply only to the Software and not to peripheral data or any third-party hardware or software. Magnet Forensics shall use its best endeavours to respond to Your inquiries within thirty (30) minutes or less of receipt of an inquiry. Services shall be performed by a shared assigned resource available between 8:30 a.m. to 5:30 p.m., Eastern Time, Monday to Friday, excluding Canadian and USA national holidays.

3 Fees.

- 3.1 Magnet Forensics shall invoice You for all Service fees upon receipt of an Order and You will pay all fees within thirty (30) days following receipt of invoice. All fees are in United States dollars.
- 3.2 Fees for Services are payable in advance and non-refundable. You acknowledge that the payment of fees for Services is not contingent upon the successful achievement of any functionality or use case. All Services purchased by You must be completed within ninety (90) days from the date of Your Order. At the end of the ninety (90) day period, any outstanding Services shall be forfeited by You without further obligation by Magnet Forensics. You agree that the requirement to complete all Services within ninety (90) days of Your Order is not a penalty.
- 3.3 You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of Magnet Forensics. Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software or services hereunder, the execution of this Agreement or otherwise.

- 3.4 If You fail to pay any amount under this Agreement that is due and 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, such interest commencing as of the due date for such payment, and Magnet Forensics shall also be entitled to suspend the provision of Services. 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 or enforcing any provision of this Agreement.

4 Intellectual Property Rights.

- 4.1 You acknowledge and agree that Magnet Forensics shall own all intellectual property rights (whether or not patentable or registrable under copyright, trade-mark or similar legislation or subject to analogous protection) in and to the Services, including any and all work conceived, created, invented produced, designed or reduced to practice by Magnet Forensics and its personnel as a result of or with respect to any and all Services (the “**Deliverables**”). Upon payment of the fees in full, You shall have a perpetual, revocable, non-transferable, non-exclusive, royalty free license to use the Deliverables for Your internal business purposes.

5 Limited Warranty and Limitation of Liability.

- 5.1 Magnet Forensics warrants that all Services shall be provided in a competent, professional manner by persons who are fully trained and qualified in respect of the Software and Services. Magnet Forensics does not represent or warrant that the Services will achieve a particular result for Your business, although Magnet Forensics shall use commercially reasonable efforts to do so.
- 5.2 OTHER THAN AS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGNET FORENSICS MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAGNET FORENSICS, ITS DISTRIBUTORS, AGENTS, DIRECTORS, OFFICERS, OR EMPLOYEES (COLLECTIVELY, “**AGENTS**”) SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. IN NO EVENT SHALL MAGNET FORENSICS, ITS AGENTS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PROVISION OF THE SERVICES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE PROVISION OF THE SERVICES, EVEN IF MAGNET FORENSICS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM, OR IT IS FORESEEABLE. IN NO EVENT SHALL MAGNET FORENSICS' MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES. THE LIMITATIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM.

6 Magnet Forensics Entity, Governing Law and Arbitration

- 6.1 "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 2220 University Avenue East, Waterloo, Ontario, Canada N2K 0A8.



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- 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 130, Herndon, Virginia, U.S. 20171.
- 6.2 **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. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 6.3 **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.

7 General Provisions

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **Assignment.** Magnet Forensics 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 7.5 shall be null and void.

- 7.6 Electronic Execution. You hereby agree to the use of electronic communication 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.
- 7.7 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.
- 7.8 Contact. 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.
2220 University Avenue East
Waterloo, Ontario
N2K 0A8
Phone: +1 (844) 638-7884
Email: legal@magnetforensics.com

8 Jurisdiction Specific Terms

- 8.1 Where Your primary address is in Europe (including Greenland), the Middle East, or Africa, then the following amendments apply to this Agreement:
- (a) The first sentence of Section 6.2 is deleted in its entirety and replaced with the following:
- 6.2 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. ...*
- 8.2 Where Your primary address is in the U.S., then the following amendments apply to this Agreement:
- (a) Section 6.2 is deleted in its entirety and replaced with the following:
- 6.2 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. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.*
- (b) Section 6.3 is deleted in its entirety and replaced with the following:
- 6.3 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.

8.3 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 6.2 is deleted in its entirety and replaced with the following:

6.2 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. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(b) Section 6.3 is deleted in its entirety and replaced with the following:

6.3 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



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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.

- 8.4 If Your primary address is not in any of the regions or countries specified in Section 8.1, 8.2, or 8.3, the Agreement will apply to You without further amendment.

[END OF AGREEMENT]