



MAGNET IDEA LAB PARTICIPATION AGREEMENT

This MAGNET Idea Lab Participation Agreement (the “**Agreement**”) is a legal agreement between You and Magnet Forensics Inc. (“**Magnet**”) respecting Your participation in the MAGNET Idea Lab, including use of pre-commercial release software. BY PARTICIPATING IN THE MAGNET IDEA LAB AND USING THE PRE-COMMERCIAL RELEASE SOFTWARE AND RELATED SERVICES PROVIDED BY MAGNET YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

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

- 1 Magnet Idea Lab Program.** The MAGNET Idea Lab is a user focused forum to develop products that solve real challenges in digital forensics, law enforcement and cyber security. Magnet may provide You with software, hardware, services, documentation and access to the MAGNET Idea Lab website (“**Beta Materials**”) as is required for participation in the Magnet Idea Lab program (“**Program**”). You may only use the Beta Materials to the extent necessary to enable You to test and provide Feedback to Magnet regarding the Beta Materials. You acknowledge and agree that Magnet may include technical measures in the Beta Materials that render them inoperable after a specified period and You agree that You will not circumvent such technical measures. In consideration of the grant of license for the Beta Materials, You agree that You will provide Magnet with Feedback as Magnet reasonably requests without any compensation, and that Section 4 will apply to such Feedback. Magnet may terminate the Program at any time without cause or advance notice to You.
- 2 Term and Termination.** You may terminate this Agreement at any time by deleting all electronic Beta Materials and returning hard copy Beta Materials sent to You and providing written notification of Your termination by sending an email to info@magnetidealab.com. Your participation privileges may be terminated immediately if You fail to comply with this Agreement or if You fail to provide reasonable feedback in a timely manner. Magnet also reserves the right to terminate Your participation in the Program at any time without cause.
- 3 Ownership.** Magnet owns the Program, the Beta Materials and the intellectual property rights associated with them. You may not copy, distribute, sell, license, loan or transfer the Beta Materials. You shall keep the Beta Materials in Your possession, custody and control and take reasonable efforts to prevent others from using those materials. You will be responsible for any loss or damage to the Beta Materials or to Magnet’s intellectual property rights in those materials, including loss or damage resulting from the disclosure of Beta Materials or Program information.
- 4 Feedback.** Magnet may obtain information from You regarding the use of the Beta Materials or Your participation in the Program. You agree to provide information to Magnet regarding Your experiences using Beta Materials. Your desired responses may include responding to surveys or reporting bug problems. Information You provide to Magnet in connection with the Program, including ideas or inventions collected by Magnet is referred to as “Feedback.” You agree that Feedback (i) contains Your original ideas or invention and is provided by You to Magnet without payment or conditions; (ii) once conveyed to Magnet, becomes the property and confidential information of Magnet; (iii) may be used or distributed by Magnet for any purpose in connection with Beta Materials or development of any other product or services, including disclosure of such information to affiliates, subsidiaries or third-party developers and publishers; and (iv) permits Magnet to collect and use Your personal information in connection with the Program, provided that Magnet does not distribute that information to non-affiliated third parties without your permission or as otherwise stated in the applicable privacy policy.
- 5 Confidential Information.** You acknowledge and agree that:
 - 5.1** Beta Materials, the Program and any information regarding your use of Beta Materials, whether shared with Magnet or not, are Magnet’s confidential information. You will use Beta Materials solely



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- for the purpose of evaluating the Beta Materials in connection with the Program, and you will not transfer, distribute or disclose any of the Beta Materials, Feedback, or any information in connection with the Program to any third party. You will not discuss your experience with Beta Materials with third parties or publish or disseminate information about those experiences;
- 5.2 Beta Materials are not thoroughly tested and are pre-commercial release materials that are not intended for public release;
- 5.3 the features provided in Beta Materials may not be available in the final release; and
- 5.4 disclosure of any part of Beta Materials, Program, Feedback or Your experiences using Beta Materials or the Program to any third party, including any trade or consumer press, news agency or any competitor of Magnet, will cause significant and irreparable harm to Magnet, the extent of which may be difficult to ascertain. Accordingly, you agree that Magnet is entitled to injunctive relief as well as all other legal remedies that may be available in the event You breach this Agreement.
- 6 Compliance with Laws.** Both parties agree to comply with all applicable local, state, national, and foreign laws, rules, and regulations, including, but not limited to, all applicable laws and regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the Program and Beta Materials. You warrant that Your participation in the Program does not give rise to a conflict of interest or otherwise result in noncompliance with Your supply chain code of conduct or similar procurement rules.
- 7 Transmission of Data/3rd Party Hosting.** As part of Your participation in the Program:
- 7.1 Magnet may accept data from You to assist in development of the Beta Materials. You undertake that prior to transmitting Your data to Magnet for this purpose You shall anonymize the data by removing and/or obfuscating all personally identifiable information characteristics of the data. By submitting Your anonymized data to assist in development of the Beta Materials, You grant Magnet a perpetual, irrevocable, worldwide, transferable royalty-free license to use such anonymized data to enhance the functionality of products of Magnet as they see fit; and/or
- 7.2 Magnet may facilitate hosting the Beta Materials at a third-party site and granting You access via a standard internet interface. You acknowledge that Magnet utilizes a third-party provider to host and provide access to the Beta Materials and as such Your use and access to the Beta Materials shall be subject to the terms of service from the third-party provider (including availability, data disclosure, service levels, termination rights, and acceptable use requirements). You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Your transmitted data and for obtaining all rights/consents applicable to Your transmitted data. Magnet shall endeavour to provide industry-standard secure data transmission channels for use by You to upload, enter or transmit data to the Beta Materials, 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 is not responsible for any of Your data which may be accessed by the third-party provider and/or delayed, lost, altered, intercepted or stolen during the transmission across public networks. You agree that Magnet is not responsible for any interference with Your use of or access to the Beta Materials or security breaches arising from or attributable to the Internet and/or the third party provider and You waive all claims against Magnet in connection therewith. You must defend and indemnify Magnet with respect to any amounts required to be paid to a third party, and all costs, expenses, and liability, including without limitation legal fees, arising from Your use of any such third-party provider site, including, without limitation, any data You may transfer, process, or store on such third-party provider site. Magnet reserves the right, at Your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with Magnet, at Your expense, in asserting any available defences.



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- 8 Services.** Magnet may, in its sole discretion, provide You with assistance or personnel at Your site for installation, configuration, or testing in connection with the Program. You acknowledge and agree that You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all hardware, software and services used in conjunction with the Program, and that Magnet shall not be liable for any loss or damage caused by Your reliance on any Magnet assistance or personnel performing installation, configuration, or testing in relation to the Program.
- 9 Warranty and Limitation of Liability.** BECAUSE THE BETA MATERIALS ARE STILL IN DEVELOPMENT, THEM AND ANY ASSOCIATED SERVICES HEREUNDER ARE PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. MAGNET DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE BETA MATERIALS AND RELATED SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL MAGNET BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE BETA MATERIALS OR RELATED SERVICES. YOU AGREE THAT NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF MAGNET UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING IS LIMITED TO ONE HUNDRED DOLLARS (\$100 U.S.). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL MAGNET BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.
- 10 Miscellaneous.** This Agreement may not be assigned by You without the prior written consent of Magnet, and any attempt to assign without such consent shall be null and void. You acknowledge that the Beta Materials licensed hereunder are subject to the export control laws and regulations and You warrant that you will comply in all respects with applicable exports laws and regulations. This Agreement shall be governed by the laws of the Province of Ontario, without reference to its conflict of law principles. 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. This Agreement constitutes the entire agreement between You and Magnet with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. You acknowledge that any breach of your obligations under this Agreement with respect to the proprietary rights of Magnet will cause Magnet irreparable injury for which there are inadequate remedies at law, and, therefore, Magnet will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity. Upon obtaining Your written permission (not to be unreasonably withheld) Magnet may make announcements, press releases, publications, presentations and other public statements that reference Your identity as a participant in the Program, provided that Magnet does not disclose Your confidential information in the course of such publicity or misrepresent Your relationship with Magnet.

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