



TRAINING TERMS AND CONDITIONS

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

1. Training. The following training options are available for purchase from Magnet (“**Training**”):

- 1.1. Training Courses. Magnet offers: (a) in-person instructor-led digital forensics training courses, and (b) virtual instructor-led courses, and (c) online self-paced digital forensics training courses. Magnet’s Training Course catalog is available at <https://training.magnetforensics.com/w/courses/> (collectively “**Training Courses**”);
- 1.2. Custom Training. Training with modules customized to Your requirements; and
- 1.3. Training Annual Pass. The Training Annual Pass (“**TAP**”) permits one (1) user to: (a) attend any Magnet hosted Training Course at any location; and (b) attend any virtual instructor-led or online self-paced Magnet Training courses for twelve (12) months from the date of the invoice issued when we receive Your purchase order. TAPs are non-cancelable, non-refundable, and non-transferable (unless transfer is approved by Magnet in writing in its sole discretion). TAP users shall not share Training Materials with others.

2. Logistics. Magnet Training Courses are delivered in the following venues:

- 2.1. Magnet Hosted Courses. Magnet has a full schedule of Training Course for participants to attend at our Training facilities in Herndon, Virginia, USA and select locations globally.
- 2.2. Customer Hosted Courses. Training Courses can be scheduled at Your premises (subject to minimum participant/duration requirements). For Training Courses hosted at Your premises, You shall provide Magnet access to adequate training room(s), facilities and other necessary resources, including, but not limited to, whiteboard/overhead projector with markers of various colours, video-projector, flip charts, etc. You shall reimburse Magnet for reasonable travel, accommodation and meal expenses incurred by Magnet to attend the Training Course at Your premises.
- 2.3. Magnet Training Portal. Magnet offers Training Courses via its online platform (“**Training Portal**”).
 - 2.3.1 *Use of Training Portal.* By accessing the Training Portal, You expressly acknowledge and agree to the terms of this Agreement, our Personal Data Protection Policy (available at: <https://www.magnetforensics.com/legal/>) and all other applicable policies and notices, as made available to You from time to time. When You are setting up Your Training Portal account, You must give us accurate and complete information. You are solely responsible for the activity that occurs in your Training Portal account, and You must keep Your account password secure.
 - 2.3.2 *Training Portal License.* Magnet hereby grants You a non-exclusive, non-transferable, revocable right to access and use the Training Portal for the sole purpose of obtaining Training from Magnet and solely in accordance with this Agreement. You agree not to, and shall not permit any third party to: (i) access any part of the Training Portal without Magnet’s consent, (ii) modify, translate, transfer (by sale, resale, license, sublicense, download or otherwise), reverse engineer, decompile, disassemble, create derivative works of or copy any part of the Training Portal or otherwise seek to obtain or use the source code or non-public APIs of any part of the Training Portal, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Magnet), (iii) remove, alter or obscure any proprietary notices, labels or marks on any component or portion of the Training Portal, (iv) market, sell, resell, rent, reproduce, display, distribute or lease any part of the Training Portal, (v) interfere with or disrupt the integrity or performance of any part of the Training Portal, (vi) use any part of the Training Portal for the benefit of any third party, and/or (vii) attempt to gain unauthorized access to any part of the Training Portal,

or their related systems or networks; (viii) breach any applicable local, national or international law, rule or regulation; or (ix) transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. In addition, You may not access any part of the Training Portal for purposes of (i) building a competitive product or service, (ii) copying any features, functions or graphics of, or data or information in, the Training Portal, and/or (iii) monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. This license to access and use the Training Portal shall remain in effect until you have completed your Training Courses.

2.3.3 Technical Requirements. You must have required equipment, software, and internet access to be able to use the Training Portal. Acquiring, installing, maintaining, and operating equipment, and internet access is solely Your responsibility. Magnet neither represents nor warrants that the Training Portal will be accessible through all web browser releases or all versions of tablets, smartphones, or other computing devices.

3. Payment.

3.1. Fees. Fees for Training 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, Magnet 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, including legal fees, in collecting any overdue amounts.

3.2. Expiration. All Training Course must be completed within twelve (12) months from date of the invoice issued when we receive Your purchase order. At the end of the twelve (12) month period, for any Training Course not completed, unless otherwise agreed to by Magnet, (a) if You paid fees in advance, those fees shall be deemed forfeited, or (b) any outstanding fees for Training Course not completed shall become payable and Magnet shall be entitled to invoice You. You agree that the requirement to complete all Training Course(s) within twelve (12) months or forfeit prepaid fees/pay the outstanding fees for Training Course(s) not completed is not a penalty but instead a reconciliation payment for costs incurred by Magnet due to Your non-attendance.

3.3. Your Expenses. You are responsible to make all arrangements for and pay the costs of travel, accommodations, and meals in connection with attending Training Courses.

3.4. Taxes. 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 remitted to Magnet shall equal the amount invoiced.

4. Changes.

4.1. Format/Rescheduling/Cancellation by Magnet. Magnet endeavors to offer Training in a variety of formats including online self-paced, virtual instructor-led and in-person instructor-led. Magnet cannot guarantee that all Training Courses will be offered in all formats. Training Course(s) can be changed to a different format, rescheduled to a later date or cancelled by Magnet with twenty-one (21) days' notice. If Magnet cancels a Training Course due to insufficient attendance, you will have the option to immediately register in a different scheduled Training Course or Magnet will issue You a voucher to register in a future Training Course of your choice. All Training Course vouchers are valid for a period of 12-months from the date of issue.

4.2. Training Course Catalog. Magnet offers a comprehensive catalog of digital forensics Training Courses providing the opportunity for participants of all levels of experience to train for examinations involving multiple technology platforms including, but not limited to, smartphone, computer, IoT, cloud applications. Technology is constantly changing and so too are the digital forensics tools, techniques and workflows to support identifying, analyzing, and reporting digital evidence. Accordingly, Magnet reserves the right to add, remove or modify Training Courses from time to time without further notice.

4.3. Cancellation by You. You may cancel or reschedule your purchased in-person Training Course(s) or Custom Training without charge or penalty if written notice is received twenty-one (21) days or more prior to the date of the Training Course/Custom Training. 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.

5. Training Materials.

5.1. Training Materials. As part of a Training Course, You will be provided access to training materials developed by Magnet, including without limitation: (a) Magnet software and product documentation, (b) training course catalog, (c) training course materials, (d) instructional display material, (e) Training Portal log-in details; and (f) MCFE exam questions. (“**Training Materials**”).

5.2. Ownership of Training Materials. Magnet 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.

5.3. License to Materials. Magnet 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 from Magnet. You acknowledge that the license to use Training Materials shall not include a right to enhance, alter, reproduce or produce derivative works of the Training Materials, nor the right to transfer, assign, otherwise share the Training Materials to any third party.

5.4. Confidentiality of Training Materials. You shall keep confidential and shall not disclose to third parties without the prior written consent of Magnet, the Training Materials and any technical or commercial information which You acquired during the Training Course or as a result of discussions or other communications with Magnet.

6. **Magnet Certified Forensics Examiner (“MCFE”).** Magnet offers a MCFE certification as evidence of competence with Magnet’s products. Currently, MCFE certification exams are at no additional costs to You so long as You have completed the prerequisite Training Courses. Information on the prerequisite courses is available at <https://www.magnetforensics.com/certifications/>. Magnet reserves the right to make changes to the prerequisites, and questions/length/format/costs of the MCFE certification exam.

7. Training Warranty.

7.1. Training Warranty. Magnet’s Training is provided in accordance with the terms of this Agreement by skilled instructors in a professional manner consistent with generally accepted industry practices. You must notify Magnet within fifteen (15) days of attending a Training Course of any warranty deficiency (“**Warranty Period**”). Your sole and exclusive remedy for a breach of the aforementioned warranty is for Magnet to permit You to attend a replacement Training Course.



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- 7.2. CPE. Magnet instructor-led Training Courses (in-person or virtual) can be counted for up to 32 continuing professional education (“**CPE**”) credits through the National Registry of CPE Sponsors program offered by the National Association of State Boards of Accountancy (“**NASBA**”). Magnet is not liable for any changes to credit recognition through NASBA. Magnet’s self-paced online Training Course cannot be used for CPE credits.
- 7.3. LIMITATION. OTHER THAN AS OTHERWISE PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGNET MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO TRAINING OR ANY OTHER SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAGNET, ITS DISTRIBUTORS, AGENTS, DIRECTORS, OFFICERS, OR EMPLOYEES (COLLECTIVELY, “**AGENTS**”) SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
- 8. Limitation of Liability.**
- 8.1. Direct Damages. Magnet’s total liability for all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability, or otherwise, arising out of or related to this Agreement, or its performance or breach, shall be limited to direct damages and not exceed fees paid for the Training in respect of which the claim is made.
- 8.2. EXCLUSIONS. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET 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 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3. 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. Audit.** Magnet reserves the right to investigate suspected violations of this Agreement. Magnet shall be permitted to audit compliance with this Agreement (at least once annually and in accordance with Magnet’s standard procedures, which may include on-site, remote audit or senior official certification) including, without limitation, TAP usage, use of the Training Portal, and use of Training Materials. You shall co-operate reasonably in the conduct of such audits. In the event an audit reveals that: (i) You underpaid for Training; and/or (ii) that You have used the Training in excess of the quantities or levels stated in the applicable invoice(s), You shall pay on demand fees for such excess usage based on Magnet’s then current prices in effect at the time of the audit, plus an additional administration fee equal to fifteen percent (15%) of the amount for excess usage. The above-described actions are not Magnet’s exclusive remedies and Magnet may take any other legal, equitable or technical action it deems appropriate in the circumstances.
- 10. Force Majeure.** Magnet shall not be liable for delays in delivery or for failure to perform due to causes beyond reasonable control of Magnet, which causes shall include, without limitation, acts of God, acts of civil or military authorities, fires, strikes, epidemics, quarantine restriction, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labour, materials or supplies. You acknowledge and agree that for in-person Training

Courses scheduled at Your premises, if travel to Your location would be contrary to advisories issued by governmental authorities, Magnet may temporarily suspend or reschedule the in-person Training Courses.

- 11. Term and Termination.** This Agreement shall continue until You have completed Your Training. Magnet may terminate this Agreement immediately upon notice to You if: (a) You materially breach, fail to comply with, or otherwise contravene a term or condition of this Agreement which You fail to cure fifteen (15) days after written notice thereof by Magnet; (b) You materially breach any other agreement that You may have with Magnet which You fail to cure fifteen (15) days after written notice thereof by Magnet; or (c) You become involved in any legal proceeding concerning Your solvency, commence liquidation proceedings, have a receiver or administrator appointed of any of Your assets, cease or threaten to cease operations, or otherwise have a serious and reasonable doubt arise respecting Your solvency.
- 12. Assignment.** Magnet 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, 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 12 shall be null and void.
- 13. 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. 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.
- 15. Publicity.** 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 customer.
- 16. 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 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.
- 17. Entire Agreement.** 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. Magnet may amend this Agreement at any time by posting an amended version at www.magnetforensics.com/legal. Your continued use of Training shall constitute Your consent to any changes made. Your additional or different terms and conditions, whether on your purchase order or otherwise, shall not apply.
- 18. Magnet Entity.**
- 18.1. "Magnet" means: (a) where your primary address is anywhere other than in the U.S., Magnet Forensics Inc., located at 2220 University Avenue East, Waterloo, Ontario, N2K 0A8 Canada; (b) Where your primary address is in the U.S. (including its territories, protectorates or overseas regions), Magnet Forensics USA, Inc., located at 2250 Corporate Park Drive, Suite 130, Herndon, Virginia, U.S. 20171.

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

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

- a) The first sentence of Section 16 is deleted in its entirety and replaced with the following:

13. 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. ...

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

- a) The first sentence of Section 16 is deleted in its entirety and replaced with the following:

13. 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.. ...

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

- a) The first sentence of Section 16 is deleted in its entirety and replaced with the following:

13. 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...

19.4. If Your primary address is not in any of the regions or countries specified in Section 19.1, 19.2, or 19.3, the terms and condition will apply to you without further amendment.

[END OF AGREEMENT]