



These Magnet IGNITE terms and conditions (“**Agreement**”) are a legal agreement between you (“**You**,” “**Your**,” or “**Customer**”) and Magnet Forensics (“**We**,” “**Our**,” or “**Us**,” as further provided in Section 12.1) (each a “**Party**” and collectively, the “**Parties**”) respecting Your use of the Magnet IGNITE software as a service offering (the “**Services**”). By clicking on the appropriate button when downloading the Software or by using the Services, You are representing that You have read, understand, and agree to be bound by the terms of this Agreement. If You do not agree with the terms of this Agreement, do not download the Software, and/or use the Services.

Except to the extent Magnet Forensics is expressly precluded by applicable law, Magnet Forensics reserves the right to make changes to this Agreement and by indicating Your acceptance to the amended agreement by clicking on the appropriate button, or continuing to use the Services, You accept the new agreement. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. By indicating Your acceptance to this Agreement, You are also agreeing that this Agreement replaces and supersedes any previously existing Magnet Forensics Agreement relating to the Services.

1 Definitions

- 1.1 “**Collection**” means the gathering, uploading, and processing of digital forensic investigation data from one (1) endpoint using the Services.
- 1.2 “**Customer Data**” means information, data, and other content, in any form or medium, that is accessed, submitted, processed, stored, or disclosed by You, on Your behalf, or by a User through use of the Services, and includes Collections.
- 1.3 “**Documentation**” means all Software user documentation, printed materials, and “online” or electronic documentation and any copies thereof, in whole or in part, provided to You by Magnet Forensics.
- 1.4 “**Magnet Site**” means the website designated by Magnet Forensics from time-to-time where You or Users can access the Services.
- 1.5 “**Magnet Software**” means the proprietary software of Magnet Forensics that is provided to You by Magnet Forensics for use by You and Users in connection with the Services.
- 1.6 “**Software**” means collectively the Magnet Software and Third-Party Software.
- 1.7 “**Third-Party Software**” means the copyrighted, patented, or otherwise legally protected software of third parties (including open source code components) incorporated as part of the Services as set forth in the View Source Licenses file of the Software.
- 1.8 “**User**” means the individual authorized to use the Services in compliance with this Agreement.
- 1.9 “**You**” and “**Your**” mean: the entity that purchases and is authorized to use the Services.

2 License Grant

- 2.1 License. Magnet Forensics hereby grants Customer a limited, personal, worldwide, non-exclusive, non-transferable, non-sub-licensable, revocable right and license to access and use the Software solely for purposes of using the Services to perform Collections in compliance with this Agreement.
- 2.2 Restrictions. You shall not, and shall ensure that Users shall not:



- 2.2.1 copy, reproduce, or modify the Software or any part thereof;
- 2.2.2 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;
- 2.2.3 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;
- 2.2.4 remove, deface, cover, or otherwise obscure any proprietary rights notice or identification on the Software;
- 2.2.5 copy any Documentation unless specifically authorized in writing to do so by Magnet Forensics;
- 2.2.6 use the Software in violation of any applicable laws or in any unlawful manner;
- 2.2.7 knowingly interfere with the operation of the Software on any Magnet Forensics servers, host, or network, including, without limitation, by means of intentionally submitting a virus, overloading, flooding, spamming, or crashing;
- 2.2.8 defeat, disable, or circumvent any protection mechanism related to the Software;
- 2.2.9 use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person;
- 2.2.10 access the Software to: (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of the Software or Services, (c) copy any ideas, features, functions, or graphics of the Software or Services, or (4) determine whether the Software or Services are within the scope of any patent; or
- 2.2.11 authorize, permit, or otherwise acquiesce to any other party engaging in or attempting to engage in any of the activities set forth in 2.2.1 – 2.2.11 above.

3 Access, Use, Credits and Payment

- 3.1 Use. Magnet Forensics will, subject to the terms of this Agreement make the Services available to You. You acknowledge and agree that Magnet Forensics may use global resources (personnel, affiliates, and infrastructure around the world) and third-party suppliers to support and/or host the Services. You agree to use the Services only in accordance with this Agreement, the Documentation, and applicable laws and government regulations. You are responsible and liable for all access to and use of the Services, whether such access or use is permitted by or in violation of this Agreement. You acknowledge and agree that Magnet Forensics will place a cookie or other small text file on any computer from which You access the Magnet Site or Services as is required for You to use the Services. Customer is responsible for procuring, installing, operating, supporting, and maintaining Customer systems, including, without limitation, computer hardware and software, and browsers necessary for Customer to access the Services. You are solely responsible for implementing safeguards to protect the security of Your systems and Customer Data when accessing and using the Services. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and other transmitted data processed and/or stored as part of the Services. You shall have sole responsibility for the purposes for which and the manner in which Customer Data is processed, and retained. Magnet Forensics does not guarantee regular data backups of any Customer Data as part of the Services. You shall not knowingly offer goods or services related to, or otherwise upload, store, use, access, disclose, or transfer content that exploits, abuses, or relates to the exploitation or abuse of children, including but not limited to images or depictions of child abuse or sexual abuse, or content that presents children in a sexual manner (collectively, “**Child Sexual Abuse Material**” or “**CSAM**”) when using the Services. We reserve the right, but do not assume the obligation, to investigate any violation of this Agreement or misuse of the Services, and if We investigate violations of this Agreement or misuse of the Services, based on such investigations, We may remove, disable access to, or modify any content or resource that violates this Agreement or any other agreement We have with You for use of the Services. We may and may be obligated to report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate Customer information and/or Customer Data. We also may and may be obligated to cooperate with appropriate law enforcement agencies, regulators, or other appropriate third



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parties to help with the investigation and prosecution of illegal conduct by providing Customer, network, and/or systems information related to alleged violations of this Agreement or the violation of any law or regulation.

- 3.2 Authorized Users. You are responsible for ensuring that all authorized Users comply with this Agreement, and You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including proper usage of passwords, tokens, and access procedures with respect to logging into the Services. You agree to notify Magnet Forensics promptly of any such unauthorized access or use. You shall be vicariously liable for the acts or omissions of all Users with respect to their use of and/or access to the Services.
- 3.3 Consulting Services. You may utilize the Services for Your provision of forensic investigation services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement, provided that:
- 3.3.1 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;
 - 3.3.2 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; such permission may be subject to parameters imposed by Magnet Forensics;
 - 3.3.3 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;
 - 3.3.4 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;
 - 3.3.5 You shall comply with all applicable federal, state, provincial, and local laws and regulations in performing Your services; and
 - 3.3.6 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.
- 3.4 Credits.
- 3.4.1 Your use of the Services to conduct Collections is conditional upon Your purchase of credits from Magnet Forensics ("Credits"). Credits will be applied by Magnet Forensics to the unique email address You provide to Magnet Forensics when creating the User account for the specific individual who will be using the Credits. You (and not Magnet Forensics) are solely responsible to ensure such unique email address is correct for the specific User for which the Credits are being purchased by You. Magnet Forensics' obligation to apply any Credits is conditional upon an applicable User account having been opened by You. Credits are non-refundable and non-transferable (including, without limitation, as between Users), and subject to Section 3.4.2, expire twelve (12) months from the first day of the month following the invoice date for such Credits.
 - 3.4.2 Any trial credits provided to Customers free of charge by Magnet Forensics in its sole discretion, shall expire thirty (30) days from the date of issuance to You by Magnet Forensics of the trial credits. Notwithstanding anything to the contrary in this Agreement, such trial credits are provided by Magnet Forensics on an "AS IS" basis without any liability to Magnet Forensics.
- 3.5 Payment. All fees for purchased Credits are payable within thirty (30) days from date of the invoice issued by Magnet Forensics in connection with such Credits, unless otherwise agreed upon by Magnet Forensics in writing. 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 and/or terminate Your license to use the Software and/or usage of the 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.

- 3.6 **Taxes.** 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, the execution of this Agreement or otherwise. If You are required to withhold any taxes from payments owed under this Agreement, 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 or otherwise due.

4 Representations, and Warranties

- 4.1 You represent and warrant that You:
- 4.1.1 will comply with all applicable terms and conditions relating to the use of the Magnet Site;
 - 4.1.2 have obtained all rights, permissions, and consents necessary to input, collect, use, store, and transfer Customer Data as part of Your use of the Services, including, without limitation, within and outside of the country in which You are located and into the hosted environment;
 - 4.1.3 will observe and comply with all applicable laws and regulations of any country having jurisdiction over the Software or any part thereof, including, without limitation, those relating to privacy;
 - 4.1.4 will not circumvent storage space limits, or breach or otherwise circumvent any security or authentication measures associated with the Services;
 - 4.1.5 will not access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services You have not been granted access to;
 - 4.1.6 will not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device unless You otherwise have permission to do so as part of the provision of Your services; and
 - 4.1.7 will not use the Services to make network connections to any users, hosts, or networks unless you have permission to communicate with them.
- 4.2 **Notice of Violations.** If you become aware of any violation of this Section 4, you will immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation.

5 Customer Data and Data Protection

- 5.1 **Customer Data.** You own all right, title, and interest, including all intellectual property rights, in and to the Customer Data. You hereby grant to Magnet Forensics a non-exclusive, royalty-free, worldwide, sublicensable license to reproduce, distribute, and otherwise use, host, and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Magnet Forensics to fulfill its obligations with respect to the Services.
- 5.2 **Third Party Suppliers.** 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. 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 data that may be accessed by a third-party provider and/or delayed, lost, altered, intercepted, or stored during transmission across public networks. You agree to comply with all applicable laws and regulations, including, without limitation, those relating to import, export, and privacy when accessing and using

any third-party provider site. You agree that Magnet Forensics is not responsible for any interference with Your use of or access to the Services or security breaches arising from or attributable to the Internet and/or a third-party provider, and You waive all claims against Magnet Forensics in connection therewith. You acknowledge that Magnet Forensics utilizes a third-party provider to host and provide access to the Services and, as such, Your use and access to the Services shall be subject to the third-party provider's terms of service (including availability, data disclosure, service levels, termination rights, and acceptable use requirements). Magnet IGNITE™ Software is hosted by Amazon Web Services (“AWS”) on its servers located in the United States of America, Germany, and India. Magnet Forensics may appoint a new hosting provider, relocate the Software (or parts thereof), and/or relocate the Customer Data to any location, or otherwise modify the hosting environment, at its discretion at any time (subject to any applicable terms in the Data Processing Addendum, as defined below). Customer agrees to comply with any policies and terms of AWS or the then-applicable hosting provider that are applicable to Customer. You acknowledge that Magnet Forensics and/or the hosting provider may, but is not obligated to, without prior notice, audit Your conduct and communications when using the Services in order to verify compliance with this Agreement, applicable laws, and/or the hosting provider's policies. Customer acknowledges that the hosting provider and/or Magnet Forensics may cooperate with legal authorities in investigating claims of illegal activity involving the Services and/or Customer Data.

- 5.3 When the EU General Data Protection Regulation or the UK General Data Protection Regulation applies to Your use of the Services, Magnet Forensics Data Processing Addendum (“Data Processing Addendum”) located at www.magnetforensics.com/legal shall apply and supplement the terms of this Agreement. In the event of a conflict between this Agreement and the terms of the Data Processing Addendum, the terms of the Data Processing Addendum shall prevail.
- 5.4 When the California Consumer Privacy Act of 2018 (the “CCPA”) applies to Your use of the Services, the following additional terms shall also apply:

“Without limiting the generality of other data privacy obligations under this Agreement, in the event the California Consumer Privacy Act of 2018 applies to Your use of the Services, Magnet Forensics agrees that it is expressly prohibited from retaining, using, or disclosing personal information of California consumer Customers for any purpose, including retaining, using, or disclosing such personal information of California consumer Customers for a commercial purpose, other than for a business purpose, including providing the Services or as expressly permitted in the Agreement. In addition, Magnet Forensics will not further collect, sell, or use personal information of California consumers except as necessary to perform a business purpose, including to provide the Services or as expressly permitted in this Agreement. Magnet Forensics certifies that it understands the restrictions contained in this clause and otherwise in the Agreement with respect to handling of personal information of California consumers and shall comply with all such obligations. The Parties expressly acknowledge and agree that Magnet Forensics is not providing any personal information of consumers to Customer for monetary or any other valuable consideration.”

6 Intellectual Property Rights, and Confidentiality

- 6.1 License Only. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation, any right, title, or interest in and to patents, copyrights, trademarks, industrial designs, confidential information, or trade secrets (whether registered or unregistered) relating to the Software or any part thereof. Your only rights to the Software and any part thereof shall be those rights expressly licensed to You under this Agreement. Any rights not expressly granted under this Agreement are reserved.
- 6.2 Feedback. You hereby agree that: (a) Magnet Forensics owns all feedback, comments, suggestions for improvement, ideas, concepts, and changes that You provide to Us or identify in the course of Your use of the Services, and all associated intellectual property rights (collectively the “**Feedback**”);

and (b) You hereby assign to Us all of Your rights, title, and interest in Your Feedback. You agree to cooperate fully with Us with respect to signing further documents and doing such other acts as are reasonably requested by Us to confirm that We own the Feedback and to enable Us to register and/or protect any associated Magnet Forensics IP rights and/or confidential information.

- 6.3 Confidentiality. You acknowledge and agree that the Software and Documentation were developed at considerable time and expense by Magnet Forensics, and contain confidential information, including trade secrets, of Magnet Forensics. The Software and Documentation should not be disclosed to third parties without the express, written consent of Magnet Forensics.
- 6.4 Notification of Violations. If You become aware of any violation of this Section 6, You will immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation.

7 Warranties

- 7.1 The Services, Software, Magnet Site, hosting, and hosted environment are provided to You on an “as-is” basis without any warranties. Magnet Forensics specifically disclaims any and all representations, warranties, and conditions relating thereto, whether express or implied, including but not limited to any express or implied representations, warranties, or conditions of merchantability, merchantable quality, uninterrupted access, service-level commitments, results, fitness for a particular purpose, durability, title, non-infringement, or any other warranty or condition arising by statute, custom, or usage of trade. Magnet Forensics specifically does not warrant that the operation of the Services and Software will be uninterrupted or error-free. For certainty, Magnet Forensics makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to Third-Party Software.

8 No Liability

- 8.1 In no event will Magnet Forensics be liable to You for any damages related to Your purchase or use of the Services, including, but not limited to, direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused, and, whether in contract, tort, or under any theory of liability, whether or not You have been advised of the possibility of such damages. Magnet Forensics disclaims all liability and indemnification obligations for any harm or damages caused by any third-party suppliers, including, without limitation, hosting providers.

9 Indemnification

- 9.1 Customer Indemnity to Magnet Forensics. You must, at Your sole expense, defend and indemnify Magnet Forensics with respect to amounts required to be paid to a third party, and all costs, expenses, and liability, including without limitation legal fees, arising from or relating to: (a) a claim of infringement of any third-party intellectual property right arising from Your combination or use of the Software with equipment, software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics; (b) any claim alleging that any Customer Data infringes or misappropriates such third party’s intellectual property rights; (c) Your use of the Services, Customer Data, and/or hosting environment; or (d) a breach of any of Your obligations, representations, warranties, or covenants under this Agreement.
- 9.2 Magnet Forensics’ Indemnity to Customer. Magnet Forensics, at its sole expense, will defend and indemnify You from any damages awarded by a court or through settlement related to Your use of the Magnet Software that infringes any valid patents or copyrights in Canada or the United States of any third party (a “**Claim**”), provided that You: (i) give prompt notice of the Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of the Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics’ request and expense, assistance in the defense or settlement of the Claim. In the event of a Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Software; (b) substitute a substantially equivalent, non-infringing product; (c) modify the Software to make it non-infringing; or if (a) (b) or (c) are not commercially feasible, then (d) terminate



Your license. If Your license is terminated, You must immediately stop using the Services, and Magnet Forensics will refund You the amount prepaid for any unused Credits. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any use of the Software in combination with any equipment, software, data, or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such combination; (bb) any modification to the Software where the infringement would not have occurred but for such modification; (cc) use of the Software by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (dd) the continued use of the Software after Magnet Forensics has provided substantially equivalent non-infringing Software; (ee) the use of Third-Party Software; or (ff) a Claim You were aware of prior to Your purchase of the Software. Notwithstanding any terms to the contrary in this Agreement, the provisions of this clause state the entire liability and obligations of Magnet Forensics and provide Your exclusive remedy with respect to any actual or alleged misappropriation, violation, and/or infringement of any proprietary and/or intellectual property rights arising out of or in connection with this Agreement. Except as expressly set forth in this clause, Magnet Forensics expressly disclaims any obligation to indemnify or defend You and/or any other party from any claim, demand, action, or threatened action.

10 Term, Termination, and Suspension

- 10.1 Term. This Agreement commences on the date Customer first accepts it and continues until otherwise terminated in accordance with the terms of this Agreement.
- 10.2 Termination. Your use of the Services (or part thereof) may be immediately terminated at Magnet Forensics' option, upon notice due to: (a) breach of the terms of this Agreement or the Documentation by You or any User; (b) use by You of the Services in a way not authorized or intended, including abuse of the Services by You; (c) any law, regulation, requirement, or ruling issued in any form whatsoever by any judicial or other governmental body that prohibits Magnet Forensics from continuing to provide access to the Services; or (d) any third-party supplier no longer providing any required access, including without limitation, to the hosted environment for the Services.
- 10.3 Suspension. Magnet Forensics may suspend Your or any User's access to all or any portion of the Services (a "**Service Suspension**") if Magnet Forensics reasonably determines that: (i) there is a threat to or attack on any of Magnet Forensics' intellectual property ("**Magnet Forensics IP**"); (ii) Your or any User's use of the Magnet Forensics IP disrupts or poses a security risk to the Magnet Forensics IP or to any other customer or vendor of Magnet Forensics; (iii) You, or any User, abuse or use the Software or any Magnet Forensics IP for fraudulent or illegal activities; (iv) subject to applicable law, You have ceased to continue Your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Magnet Forensics' provision of the Software to You or any User is prohibited by applicable law or regulation; or (vi) any vendor or service provider of Magnet Forensics has suspended or terminated Magnet Forensics' access to or use of any third-party services or products required to enable You to access the Services. Magnet Forensics shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.
- 10.4 No Liability for Termination or Suspension. Magnet Forensics will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that You or any User may incur as a result of a Service Suspension and/or termination of this Agreement or the Services.
- 10.5 Cease Use. Upon expiration or termination of this Agreement, You will immediately cease all use of the Services and destroy and/or permanently delete all copies of the Software in Your possession, and any payments that are then due to Magnet Forensics become immediately payable in full.
- 10.6 Data Deletion. You acknowledge and agree that within thirty (30) days of completion of a Collection, such Collection will be deleted from the Services. Upon request by You within such thirty-day period Magnet Forensics will make available for download by You, such Collection to the extent Magnet



Forensics has access to such Collection. Notwithstanding anything to the contrary in this Section, Magnet Forensics shall be entitled to: (i) retain one (1) copy of a Collection as required to comply with any applicable law; (ii) retain and process certain de-identified data relating to Your use of the Services for benchmarking, and/or product development purposes; and (iii) maintain certain Customer Services registration information for its accounting purposes.

11 Audit

- 11.1 Magnet Forensics shall have a general right to audit Your use of the Services to verify compliance with this Agreement. Any such audit shall be conducted at Magnet Forensics' expense upon thirty (30) days' written notice to You and during regular business hours and shall not unreasonably interfere with Your normal operations. If an audit establishes that You are in material breach of Your obligations hereunder, You shall reimburse Magnet Forensics for the cost of the audit and promptly pay to Magnet Forensics any outstanding fees.

12 General Provisions

- 12.1 Magnet Entity. "Magnet Forensics," "We," and "Us" means: (a) where Your primary address is anywhere other than in the U.S. (except Germany), Magnet Forensics Inc., with an office at 2220 University Avenue East, Waterloo, Ontario, Canada N2K 0A8; (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; and (c) where Your primary address is in Germany, Magnet Forensics GmbH, with a registered office at Brienner Strabe 12, c/o Eversheds Sutherland (Services) GmbH, 80333 Munich.
- 12.2 Compliance with Laws. In using the Services, You will observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, of any country having jurisdiction over the Software or any part thereof.
- 12.3 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.
- 12.4 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 of Your payment obligations hereunder.
- 12.5 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.
- 12.6 Injunctive Relief. You agree that Magnet Forensics has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief without the requirement to post a bond or demonstrate damages.
- 12.7 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. Any notices that Magnet Forensics is required to provide You or other third parties under the Documentation or applicable law will be provided as determined by Magnet Forensics in



its sole discretion based on the circumstances and designated contact information available to Magnet Forensics for such notices.

- 12.8 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. This Agreement shall be binding upon the Parties hereto and their respective lawful successors and permitted assigns.
- 12.9 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.
- 12.10 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 Services. 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.
- 12.11 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.
- 12.12 Third-Party Beneficiaries. 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), Warranties (Section 7), No Liability (Section 8), Indemnification (Section 9.1), and Compliance with Laws (Section 12.2) as if each was a Party to this Agreement. Except as otherwise specifically stated in this Agreement, any person who is not a Party to this Agreement has no rights under this Agreement.

13 Contact

- 13.1 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.
2220 University Avenue East
Waterloo, Ontario N2K 0A8
Phone: +1 (844) 638-7884
Email: legal@magnetforensics.com

14 Governing Law and Jurisdiction

- 14.1 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.

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

“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, 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. 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.”

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

“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.”

- 14.4 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:

“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. 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.”

- 14.5 If Your primary address is not in any of the regions or countries specified in Section 14.1, 14.2, 14.3, or 14.4, Section 14.1 shall apply to You.