



ACADEMIC LICENSE – TRAINING AGREEMENT

This Academic License – Training Agreement (“**Agreement**”) is a legal agreement between You and **Magnet Forensics** (as defined in Section 10.1) respecting Your use of Magnet Software and the academic training You provide. This Agreement shall operate together with the Magnet Forensics End User License Agreement (“**Magnet EULA**”). To the extent of any conflict between this Agreement and the Magnet EULA, the terms and conditions of this Agreement shall prevail. BY SUBMITTING AN ORDER FOR AN ACADEMIC LICENSE 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**”).

WHEREAS:

- A. Magnet Forensics is the developer and owner of certain digital forensics software products, including but not limited to Magnet AXIOM, Magnet AXIOM CYBER, Magnet REVIEW, and Magnet AUTOMATE (collectively, the “**Software**”);
- B. AP is a post-secondary educational institution which offers and teaches courses inter alia related to the principles of digital forensics; and
- C. The parties desire to enter into this Agreement in order for AP to become an Academic Partner (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

- 1.1. “**Academic Partner**” or “**AP**” or “**You**” means a post-secondary educational institution that has purchased an Academic License of Magnet Software and is authorized by Magnet Forensics to participate in the Program and include Magnet Forensics Content in the courses related to the principles of digital forensics and cyber security the Academic Partner teaches its students;
- 1.2. “**AP Course**” means an AP-taught training course delivered to Students which is related to the principles of digital forensics and cyber security that includes Magnet Forensics Content as a component of its curriculum;
- 1.3. “**AP Instructor**” means the AP professor, teacher or instructor employed by AP to teach an AP Course to Students;
- 1.4. “**IP Rights**” means all worldwide intellectual and industrial property rights in the Software, Magnet Forensics Content, and the Program; which include all rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights;
- 1.5. “**Magnet Forensics Content**” means that portion of the AP Course, AP Curriculum, and the AP Course training material relating to the Software, including without limitation Student Manuals, AP Instructor manuals, digital evidence files, video files, audio files, cases studies and other materials, and as more particularly described in Section 2.5 (Magnet Forensics Content);
- 1.6. “**Program**” means the Magnet Forensics Training Partner Program; and
- 1.7. “**Student**” means a student registered at AP who enrolls in and attends an AP Course.

Any other terms not defined herein shall have the meaning provided in the Magnet EULA.



2. PARTICIPATION IN PROGRAM

- 2.1. PROGRAM. Magnet Forensics has established the Program under which Magnet Forensics authorizes certain educational institutions to act as Academic Partners and include Magnet Forensics Content in the courses such education institutions provide to their students.
- 2.2. AP PARTICIPATION AND ELIGIBILITY. AP desires to participate in the Program as an Academic Partner and include Magnet Forensics Content as a component of the curriculum in its AP Courses. AP's eligibility for participation as an Academic Partner is conditional on Magnet Forensics' approval in its sole discretion based in part on AP meeting the following requirements throughout the Term:
 - 2.2.1. AP is a post-secondary education institution exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code, or equivalent status under applicable government laws and regulations;
 - 2.2.2. AP confers two or four year degrees or diplomas to its students, and is accredited to do so through nationally recognized, credible authorities;
 - 2.2.3. AP is managed by a board of trustees or equivalent body; and
 - 2.2.4. AP is not a national, state or local government military or police institution or academy.
- 2.3. GRANTED RIGHTS.
 - 2.3.1. Magnet Forensics hereby authorizes AP to act as an Academic Partner during the Term under the terms and conditions of this Agreement.
 - 2.3.2. Subject to the terms and conditions of this Agreement, Magnet Forensics hereby grants to AP a non-exclusive, non-sublicensable, non-transferable, revocable license to use the Software, and the Magnet Forensics Content solely in connection with the delivery of AP Courses as part of the Program for academic, non-commercial purposes.
- 2.4. FEES. AP will pay Magnet Forensics the fees set out in the Quotation payable without setoff or deduction net thirty (30) days from the date of the applicable invoice.
- 2.5. MAGNET FORENSICS CONTENT. Magnet Forensics shall provide AP with access to electronic versions of the following Magnet Forensics Content in the English language:
 - 2.5.1. Evidence files to be used by AP for AP Course curriculum development and classroom instruction;
 - 2.5.2. A Student manual ("**Student Manual**") and an AP Instructor manual which can be used: (a) to teach an AP Course directly from Magnet Forensics Content; or (b) as a resource for AP to develop an AP Course curriculum ("**AP Curriculum**"); and
 - 2.5.3. A Magnet Forensics Network License Server with a maximum of thirty (30) Student licenses to the Software solely for AP Course classroom/lab use.

In addition, Magnet Forensics shall provide AP with a dongle for usage only by an AP Instructor and solely to develop an AP Curriculum.

2.6. USE AND CONTROL OF MAGNET FORENSICS CONTENT AND SOFTWARE.

- 2.6.1. Magnet Forensics Content must be used by AP only for the AP Course for which it has been



expressly provided by Magnet Forensics. AP will not distribute or allow any or all of the Magnet Forensics Content to be distributed to any unauthorized person(s) or organization(s) other than Students.

- 2.6.2. Magnet Forensics Content has been developed at significant cost and have significant commercial value to Magnet Forensics. AP shall ensure Magnet Forensics Content does not remain in the custody of Students once each AP Course is complete, provided however that each Student who completes an AP Course may retain the applicable Student Manual prepared and provided by Magnet Forensics. Upon completion of an AP Course, AP shall retrieve from Students all copies of Magnet Forensics Content with the exception of the Student Manual. Upon completion or cancellation of each AP Course, AP shall destroy or return to Magnet Forensics all Magnet Forensics Content received from Magnet Forensics for such AP Course (with the exception of the Student Manuals that have been retained by Students who completed such AP Course). If requested by Magnet Forensics, AP shall provide Magnet Forensics with written certification of such destruction.
- 2.6.3. AP shall not make any copies of the Software, Magnet Forensics Content or any other Magnet Forensics written materials (including, without limitation, Magnet Forensics' proprietary, copyrighted written training curriculum and/or user manuals associated with the Software) or permit or encourage others to do the same, except as specifically permitted by this Agreement or otherwise expressly approved by Magnet Forensics in writing in advance. Without limiting the foregoing, AP shall have no rights with respect to the Software or any other Magnet Forensics written materials except as expressly licensed to AP herein, and all rights therein are reserved by Magnet Forensics.

2.7. COURSE DELIVERY.

- 2.7.1. AP will be responsible for all arrangements for, and the actual delivery of the AP Courses to Students. AP shall be solely responsible for the method of providing the AP Course training sessions, and all promotion and marketing activities undertaken with respect to the AP Courses. Magnet Forensics expressly disclaims all liability for, and AP agrees to indemnify, defend and hold Magnet Forensics harmless against, any claims, losses or damages arising out of or related to an AP Course, including without limitation any promotion or marketing thereof and any claims brought by Students relating to AP's presentation or provision of, or representations relating to, the AP Courses.
- 2.7.2. AP shall ensure that each Student accesses the Software only through a Magnet Forensics' approved protocol.
- 2.7.3. Provided the AP Instructor provides the applicable Student information to Magnet Forensics, each Student who successfully passes an AP Course is qualified to sit for Magnet Forensics' testing to achieve the Magnet Certified Forensics Examiner certification, in accordance with Magnet Forensics certification policies and procedures.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. AP represents, warrants and covenants that:
- 3.1.1. AP shall provide all AP Course training and related activities in a skilled and professional manner in compliance with all applicable laws;
- 3.1.2. The AP Course materials prepared by AP ("**AP Curriculum**") shall contain all applicable Magnet Forensics' copyright, trademark and other proprietary identifications, demarcations and attribution

notices.

- 3.1.3. AP shall: (a) not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics; (b) not make any representations, warranties or guarantees about Magnet Forensics, its products or services; and (c) take appropriate measures to safeguard the intellectual property and goodwill of Magnet Forensics including without limitation Magnet Forensics' reputation in the forensics industry;
- 3.1.4. AP shall not to decompile, reverse compile, disassemble or otherwise reverse engineer the Software, or permit, help, or encourage others to do so;
- 3.1.5. its performance hereunder and creation of the AP Curriculum shall not violate the intellectual property rights of any third parties, or breach contractual obligations that AP has with any third party; and
- 3.1.6. AP shall not make any modifications or enhancements to the Software, Magnet Forensics Content, or any other Magnet Forensics written materials (including, without limitation, Magnet Forensics' proprietary, copyrighted written training curriculum and/or user manuals associated with the Software), create any derivative works of the Software, or merge or separate the Software or any component thereof, or permit or encourage others to do the same, except as specifically permitted by this Agreement or otherwise expressly approved by Magnet Forensics in writing in advance.

4. CONFIDENTIALITY.

- 4.1. The parties agree that any information that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential (including without limitation details of the Software, Magnet Forensics Content, identities and other personal information of Students) shall be deemed "**Confidential Information**". A party that is a recipient of Confidential Information ("**Recipient**") shall hold the same in confidence and use it only to the extent reasonably required to fulfill their obligations under this Agreement. The Recipient shall protect such Confidential Information using the same degree of care that it uses to protect its own confidential information of a similar nature. Such care shall not be less than a reasonable degree of care. The Recipient shall not, directly or indirectly, disclose the Confidential Information to any employees, contractors, affiliates or third parties except to employees whom have a need to know the Confidential Information to perform the obligations under this Agreement, provided that: (i) such employee has been advised of the confidentiality obligations contained in this Agreement and has either agreed in writing to be bound by the obligations, or has entered into a binding written obligation of confidentiality with the Recipient that affords substantially similar protection as this Agreement; and (ii) the Recipient shall be liable for the failure of any of its employees to whom Confidential Information is disclosed to comply with the Recipient's obligations hereunder. Both parties acknowledge that the Confidential Information has been developed at significant cost and has significant commercial value, and both parties agree that disclosure or inappropriate use of the Confidential Information could cause irreparable harm. Accordingly, both parties agree that owner of Confidential Information will have the right to seek, in addition to any of its other rights and remedies under law and equity, injunctive relief for any violation of confidentiality provision of this Agreement without posting bond or by posting bond at the lowest amount required by law. Both parties shall be required to handle Confidential Information in accordance with the terms of this Agreement for a period of three (3) years from the expiry or other termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

- 5.1. OWNERSHIP. Magnet Forensics is, will be and shall remain the exclusive owner of all IP Rights. AP has no right, title or interest in the IP Rights other than as expressly set out in this Agreement,

and hereby irrevocably and perpetually assigns to Magnet Forensics all rights, title and interest that may accrue to AP as a result of its participation in the Program. AP unconditionally agrees to do all things necessary to give effect to any such assignment, at the cost of Magnet Forensics, including, but without limitation, the execution of separate documents. For certainty, AP does 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, Magnet Forensics Content, or other Magnet Forensics intellectual property, or any part thereof, except to the extent those rights are expressly licensed to AP under this Agreement. Any rights not expressly granted under this Agreement are reserved.

- 5.2. **TRADEMARKS.** AP shall use Magnet Forensic trademarks solely for the purpose of marketing AP's participation in the Program, and always in conformance with the express prior written approval of Magnet Forensics and in compliance with Magnet Forensics branding guidelines. All requests for approvals, instructions and/or branding guidelines in relation to Magnet Forensics trademarks shall be submitted by AP to brand@magnetforensics.com.
- 5.3. **FEEDBACK.** AP hereby agrees that: (a) Magnet Forensics owns all feedback, comments, suggestions for improvement, ideas, concepts, and changes that AP provides or identifies to Magnet Forensics in the course of participation in the Program, and all associated intellectual property rights (collectively the "**Feedback**"); and (b) AP hereby assigns to Magnet Forensics all of its rights, title, and interest in such Feedback. AP agrees to cooperate fully with Magnet Forensics with respect to signing further documents and doing such other acts as are reasonably requested by Magnet Forensics to confirm ownership in the Feedback and to enable Magnet Forensics to register and/or protect any associated Magnet Forensics intellectual property rights and/or Confidential Information.
- 5.4. Disclosure or inappropriate use of the Software and/or Magnet Forensics Content could cause Magnet Forensics irreparable harm.
- 5.5. **AP CURRICULUM.** AP shall be the owner of the copyright in the AP Curriculum, provided that Magnet Forensics shall remain the exclusive owner of all of the IP Rights contained or referenced in the AP Curriculum (including without limitation any Magnet Forensics Content).
- 5.6. **WORKS MADE FOR HIRE.** Other than the AP Curriculum, all copyrightable materials prepared by AP and/or its employees in connection with the Program shall be considered works made for hire under the U.S. Copyright Act and any other applicable law, and any and all copyrights in and to such materials are and shall form IP Rights and be the sole property of Magnet Forensics. AP hereby waives (and warrants and covenants that all of its employees and/or independent contractors have waived or shall waive) all moral rights and droits de suite in or to the IP Rights that exist now or in the future. Both during and after the termination of this Agreement, AP agrees to execute all documents reasonably requested by Magnet Forensics and to render, at Magnet Forensics' expense, whatever reasonable assistance Magnet Forensics may request to perfect Magnet Forensics' interest in and to such copyrights whether in Canada, the United States of America, or elsewhere in the world. AP further acknowledges and agrees that all works created by AP and its employees and/or independent contractors may be maintained, changed, modified and/or adapted by Magnet Forensics without the consent of AP.
- 6. EXCLUSION OF WARRANTIES.** THE PROGRAM, MAGNET FORENSICS CONTENT, AND SOFTWARE ARE PROVIDED BY MAGNET FORENSICS TO AP ON AN "AS IS" BASIS. EXCEPT FOR ANY WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT OR OTHERWISE GIVEN IN WRITING, MAGNET FORENSICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAGNET FORENSICS DOES

NOT WARRANT THAT THE OPERATION OF SOFTWARE IS WITHOUT INTERRUPTION OR DEFECT FREE, OR THAT SOFTWARE WILL MEET AP'S REQUIREMENTS. MAGNET FORENSICS DOES NOT WARRANT THAT THE MAGNET FORENSICS CONTENT WILL MEET AP'S REQUIREMENTS OTHER THAN AS EXPRESSLY DESCRIBED IN THIS AGREEMENT.

- 7. LIMITATIONS OF LIABILITY.** IN NO EVENT WILL MAGNET FORENSICS BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN AP'S DIRECT DAMAGES TO THE EXTENT ARISING FROM MAGNET FORENSICS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED IN THE FOREGOING SENTENCE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET FORENSICS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, DATA, USE OR OPPORTUNITY, THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, THE PERFORMANCE AND NON-PERFORMANCE OF THE SOFTWARE, AND ANY BUGS OR DAMAGES CAUSED BY THIRD PARTY FILES, INCLUDING IF THE THIRD PARTY FILES CONTAIN MALICIOUS CODE AND/OR VIRUSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT MAGNET FORENSICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGNET FORENSICS SHALL ONLY BE LIABLE TO AP AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND SHALL HAVE NO OTHER OBLIGATION, DUTY OR LIABILITY TO AP. THE REMEDIES PROVIDED TO AP IN THIS AGREEMENT ARE AP'S SOLE AND EXCLUSIVE REMEDIES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY AP, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, INDEMNITY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY.

8. INDEMNITIES

- 8.1. Magnet Forensics, at its sole expense, will defend and indemnify AP from any damages awarded by a court or through settlement related to AP's use of Magnet Forensics proprietary software ("**Magnet Software**") that infringes any valid patents or copyrights in Canada or the United States of any third party (a "**Claim**"). In the event of a Claim, Magnet Forensics may, at its option and expense: (a) obtain for AP 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 in Magnet Forensics' opinion, then (d) terminate AP's license. If AP's license is terminated, AP must immediately stop using the Software. 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 AP 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 AP was aware prior to use 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 AP's 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 AP and/or any other party from any claim, demand, action, or threatened action.
- 8.2. AP shall defend and indemnify Magnet Forensics for any third-party claim against Magnet Forensics,

including all costs, expenses (including legal fees), and liability arising from: (a) a claim of infringement of any intellectual property or proprietary right arising from AP's combination or use of the Software with equipment, software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics; (b) a claim respecting any injury, death or damages in connection with AP's use or misuse of the Software and/or Magnet Forensics Content; (c) AP's use of the Software and/or Magnet Forensics Content; (d) the acts or omissions of AP, AP's employees, and/or AP Instructors; (e) an AP Course; (f) a breach of any of AP's representations, warranties, or covenants under this Agreement; or (g) fraud or wilful misconduct on the part of AP.

- 8.3. A party seeking to rely on an indemnity in this section must (i) notify the other party in writing of any such claim within ten (10) days after learning thereof, (ii) give the indemnifying party full control over the defense and settlement of the claim (unless otherwise explicitly stated herein), and (iii) fully cooperate with the indemnifying party for defense and settlement of the claim at their own expense.

9. TERM AND TERMINATION.

- 9.1. **TERM.** This Agreement shall become effective on the Effective Date and shall expire one (1) year from the Effective Date, unless earlier terminated in accordance with the termination provisions below (the "**Term**").

- 9.2. **TERMINATION.** In the event a party becomes insolvent or is in material breach of this Agreement and fails to remedy such breach within fourteen (14) days of receipt of written notice, the non-breaching party may immediately terminate the Agreement. In addition, either party may terminate this Agreement at any time for any reason upon ninety (90) days written notice to the other party. In addition, Magnet Forensics may terminate this Agreement effective immediately on written notice to AP if Magnet Forensics no longer has the right(s) to grant the license(s) to AP as stated herein.

- 9.3. **OBLIGATIONS ON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, all licenses granted to AP hereunder (including without limitation AP's right to use the Software and Magnet Forensics Content), together with AP's authorization to act as an Academic Partner and participate in the Program, shall immediately end and AP shall promptly:

- 9.3.1. cancel or terminate any scheduled AP Courses;
- 9.3.2. destroy all copies of any Magnet Forensics Content in the custody, possession or control of AP and/or any AP Instructors;
- 9.3.3. return all Software (including product keys, related documentation and all copies thereof);
- 9.3.4. erase all Software, Magnet Forensics Content and Magnet Forensics Confidential Information from the memory of its computer(s) and storage devices or render it non-readable; and
- 9.3.5. upon Magnet Forensics' request, certify in writing that AP has satisfied its obligations hereunder.

AP acknowledges and agrees that if it fails to comply with this Section 9.3 within fifteen (15) days of any expiration or termination of this Agreement, it will pay Magnet Forensics the then current full retail price for each copy of Software (including product keys) that AP fails to return and/or fails to erase from its computer(s), plus the cost of any hardware provided by Magnet Forensics (including thumb drives containing Software). The parties acknowledge and agree that this provision is necessary to compensate Magnet Forensics for the Software provided to AP and not returned and deleted by AP and is not a penalty. The above payment is not Magnet Forensics' exclusive remedy for AP's failure to comply with its obligations under this Section 9.3, and Magnet Forensics may take any other legal, equitable or technical action it deems appropriate in the

circumstances.

10. GENERAL PROVISIONS

- 10.1. "**Magnet Forensics**" means (a) where AP's address noted above is anywhere other than in the United States, **Magnet Forensics Inc.**, a company incorporated pursuant to the laws of Ontario with offices at 2220 University Avenue East, Waterloo, Ontario, Canada N2K 0A8; and (b) where AP's address noted above is in the United States, **Magnet Forensics USA, Inc.**, a company incorporated pursuant to the laws of Delaware with offices at 2250 Corporate Park Drive, Suite 130, Herndon, Virginia, U.S. 20171.
- 10.2. RESTRICTIVE COVENANT. During the Term of this Agreement and for a period of twelve (12) months thereafter, AP shall not: (i) induce or attempt to influence, directly or indirectly, any Magnet Forensics employee to leave the employ of Magnet Forensics; or (ii) solicit for employment, recruit, employ, or carry on business with, directly or indirectly, any then current Magnet Forensics employee.
- 10.3. PUBLICITY. AP agrees to obtain Magnet Forensics' approval before publishing or distributing any materials or information where reference is made therein to Magnet Forensics Software. Each party may list the other party as a partner on its website and shall obtain such party's prior written approval in relation to use of its name, logos or trademarks on the respective website (including but not limited to placement, size and location of such entity's name, logos and trademarks).
- 10.4. INDEPENDENT CONTRACTORS. Each party is and shall remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof shall be considered an employee or agent of the other party for any purpose and shall have no authority to bind or make commitments on behalf of such other party for any purpose and shall not hold itself or themselves out as having such authority.
- 10.5. ASSIGNMENT. AP shall not assign, delegate, sublicense or otherwise transfer all or part of its rights or obligations under this Agreement without the prior written consent of Magnet Forensics, in its sole discretion. Any purported assignment in violation of this Section 10.5 shall be null and void. For purposes of this Section 10.5, an assignment or transfer shall include any change in direct majority ownership or direct control of the party, including merger or other transfer of voting securities. This Agreement shall be binding upon the parties and their respective lawful successors and permitted assigns.
- 10.6. LEGAL AND EXPORT COMPLIANCE.
- 10.6.1. AP acknowledges that the Software is subject to export and import controls of Canada and the United States of America. AP agrees that the Software will be exported or re-exported only in compliance with such laws. AP represents and warrants that it will not use the Software for any nuclear, chemical/biological warfare, missile end-use or training related thereto.
- 10.6.2. AP shall be responsible for compliance with any and all applicable federal, state, and local laws, decrees, ordinances, regulations and codes (including procurement of required permits, licenses, or certificates) in AP's performance under this Agreement, including but not limited to all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption. AP is responsible for familiarizing itself and its employees with and abiding by the Magnet Forensics Code of Conduct at <https://magnetforensics.com/legal/>. AP agrees to provide documentation showing compliance upon Magnet Forensics' request.
- 10.6.3. Without in any way limiting any other of AP's indemnification obligations hereunder, AP hereby indemnifies and agrees to indemnify Magnet Forensics for any claims, losses, costs, fees, liabilities,

damages, or injuries suffered by Magnet Forensics arising from AP's breach of this obligation.

- 10.7. **GOVERNING LAW.** This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under, excluding any body of law governing conflicts of laws, the laws of: (a) England, if AP's address identified in the Quotation is located in Europe (including Greenland) or the UK; (b) Delaware, U.S., if AP's address identified in the Quotation is located in the U.S.; (c) Singapore, if AP's address identified in the Quotation is located in Asia Pacific; or (d) Ontario, Canada, if AP's address identified in the Quotation is located anywhere else. AP irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. AP also waives any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. AP agrees that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 10.8. **DISPUTE RESOLUTION.** Any dispute, claim or controversy between the parties arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation or validity thereof, 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 by a single arbitrator selected by agreement of the parties or, failing such agreement within twenty (20) calendar days after the initiation of an arbitration, appointed in accordance with the applicable arbitration rules. The arbitrator will apply the law chosen as the governing law in this Agreement, and the proceedings will be held in the English language in a location selected by agreement of the parties or, failing such agreement, in Toronto, Ontario. Each Party will bear its own costs in the arbitration (including their respective experts and legal costs) and will share equally the expenses associated with the arbitration. In addition to the award, the arbitrator shall have the power to allocate the fees and expenses of the arbitration, including the parties' legal expenses, in such manner as the arbitrator deems equitable based on the decision on the merits of the case. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may seek interim equitable relief from a court of competent jurisdiction pending the arbitrators' determination, including for the protection of its confidentiality or proprietary rights.
- 10.9. **THIRD PARTY INTEREST.** Magnet Forensics' affiliates and the directors, officers, and employees of Magnet Forensics and Magnet Forensics' affiliates are intended third party beneficiaries for the purpose of Section 7 (Limitations of Liability), Section 8 (Indemnities) and Section 10.7 (Legal and Export Compliance) as if each was a party to this Agreement, in accordance with this Section 10.10 and any applicable laws or regulations. Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under this Agreement.
- 10.10. **FORCE MAJEURE.** Neither party will be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action, pandemics, epidemics or terrorism, provided that: (i) the party seeking to rely on such circumstances gives prompt written notice of such circumstances to the other party and uses reasonable efforts to overcome such circumstances; and (ii) this Section 10.11 shall not apply to any failure to make payments when due.
- 10.11. **NOTICES.** Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered by hand or sent by registered mail, courier or email addressed to Magnet Forensics or AT at their respective addresses appearing in this Agreement, or to such other address as one party advises the other party in writing. Any such notices, reports, or other communications shall be deemed to have been received by the party to whom they were addressed: (a) upon delivery by hand, (b) five (5) business days after being sent by registered mail, (c) upon delivery by a recognized and reputable overnight courier, as evidenced by the courier receipt, or (d) upon confirmation of receipt by recipient if sent by email.



- 10.12. SURVIVAL. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.
- 10.13. ENTIRE AGREEMENT. Each party acknowledges that this Agreement (which includes any Schedules attached hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous communications. This Agreement may only be changed by written agreement executed by authorized representatives of both parties. No consent or waiver, express or implied, by a party with respect to any breach by the other party in the performance or observance of any term or condition of this Agreement operates as a consent or waiver with respect to any other breach or continuing breach.
- 10.14. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. An electronic copy of this Agreement (e.g., pdf format) executed by a party in a counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

END OF AGREEMENT