



## END USER LICENSE AGREEMENT

This End User License Agreement (the “**Agreement**”) is a legal agreement between You and Magnet Forensics with respect to Your license, access and use of the Software. UNLESS YOU HAVE AN EXISTING AGREEMENT WITH MAGNET FORENSICS WHICH GOVERNS YOUR LICENSE, ACCESS AND USE OF THE SOFTWARE IDENTIFIED IN THE QUOTATION, THEN BY SUBMITTING AN ORDER FOR THE SOFTWARE AND RELATED SERVICES IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS OR A MAGNET FORENSICS AUTHORISED RESELLER, BY ACCEPTING THIS AGREEMENT WHEN DOWNLOADING AND/OR INSTALLING THE SOFTWARE, OR BY USING THE SOFTWARE, YOU ARE REPRESENTING THAT (A) YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE ORGANIZATION WHICH YOU REPRESENT, AND (B) 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, return the Software within ten (10) days of Your purchase to Magnet Forensics or the Magnet Forensics authorised reseller from which You bought the Software and present Your receipt of purchase for a full refund.

### 1 Definitions

- 1.1 “**Confidential Information**” means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed by discloser, or to which the recipient is provided access by discloser, that is proprietary or confidential to discloser or its affiliated companies, including, without limitation, information that specifies, concerns or is related to discloser’s intellectual property, Software, Documentation, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself.
- 1.2 “**Documentation**” means the electronic, printed or other form of documents that accompany or are otherwise available to provide information about installation, operation, and use of the Magnet Software.
- 1.3 “**License Term**” means the time period identified in Your Quotation or for the time period authorized by Magnet Forensics, as the case may be, that You may license, access or use the Software.
- 1.4 “**Magnet Forensics**” has the meaning set out in Section 12.1.
- 1.5 “**Magnet Software**” means the proprietary software of Magnet Forensics.
- 1.6 “**Perpetual License**” means a license purchased with a perpetual License Term as identified in a Quotation.
- 1.7 “**Quotation**” means the quotation provided to You by Magnet Forensics or a Magnet Forensics authorised reseller indicating the quantity, price, License Term of the Software, related services purchased, and/or additional restrictions related to Your license of the Software.
- 1.8 “**Software**” means the Magnet Software and Third Party Software.
- 1.9 “**Support Services**” means the support services included in the Term License or separately purchased as part of the Perpetual License as indicated on Your Quotation and, in each case, described further in Section 4.1.
- 1.10 “**Term License**” means a license purchased with a non-perpetual License Term as identified in a Quotation.

- 1.11 “**Third Party Software**” means the copyrighted, patented or otherwise legally protected software of third parties (including open source code components) incorporated into the Software.
- 1.12 “**User**” means a single user who uses the Software for Your internal business use (except as otherwise identified in the Quotation) in accordance with the Documentation.
- 1.13 “**You**”, and “**Your**” means the entity that purchases the license for Software pursuant to this Agreement.

## **2 License Grant**

- 2.1 License. The licensed rights to the Software granted to You by Magnet Forensics are as set out in Schedule A (Licensed Rights) to this Agreement.

## **3 Fees and Taxes**

- 3.1 Fees. Your use of the Software is conditional upon Your payment to Magnet Forensics of all applicable fees identified in the Quotation. All fees are payable within thirty (30) days from date of the invoice. Magnet Forensics shall invoice You upon the earlier of: (a) You issuing a purchase order to Magnet Forensics that relates to the Quotation; (b) Your signing the Quotation; and (c) Your written indication, by email or otherwise, of Your approval of the Quotation. If You fail to pay any amount under this Agreement that is due and payable, and such failure remains unremedied for a period of thirty (30) days following written notice of default by Magnet Forensics, 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.
- 3.2 Taxes. You are responsible for all taxes relating to Software and services identified in a Quotation (excluding any taxes based on the 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. 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 Support Services**

- 4.1 Support Services. Magnet Forensics shall provide the following support: (a) provision of updates to the Software; (b) advice on the use and maintenance of the Software where such Software is not operating in accordance with the Documentation; and (c) instruction on the use and maintenance of the Software where such instructions are not included in the Documentation. Details on support packages can be found at [www.magnetforensics.com/legal/](http://www.magnetforensics.com/legal/). Magnet Forensics’ obligations to perform Support Services shall only apply to the Software.
- 4.2 Magnet Forensics does not require Your personal data to provide Support Services. If, however, as part of one-off incident resolution, You wish to provide Magnet Forensics with Your data or information (i.e. video footage, screen shots, case file data), You are solely responsible and liable in connection with the provision of such data to Magnet Forensics, including, without limitation, ensuring that the collection, processing and transfer of such data is in compliance with all applicable laws. Any data You choose to provide to Magnet Forensics in connection with the licensing and/or support of the Software shall be processed and stored in accordance with the confidentiality provisions of this Agreement and the Magnet Forensics Privacy Policy available at <https://www.magnetforensics.com/legal/>.



## **5 Intellectual Property Rights**

- 5.1 License Only. You do not acquire any intellectual property or other proprietary rights to the Software under this Agreement, including, without limitation, any right, title or interest in and to patents, copyrights, trademarks, trade names, industrial designs, Magnet Forensics Confidential Information, or trade secrets, whether registered or unregistered. Your only rights to the Software shall be those rights expressly licensed to You under this Agreement. Any rights not expressly granted under this Agreement are reserved by Magnet Forensics.
- 5.2 Feedback. Magnet Forensics shall own all feedback, comments, suggestions, ideas, and concepts that You provide or identify in the course of Your use of the Software and Support Services, and all associated intellectual property rights (collectively the "**Feedback**"). You hereby assign to Magnet Forensics all of Your right, title and interest in Your Feedback. For certainty, Feedback shall not include any of Your data, Confidential Information or intellectual property.

## **6 Confidentiality**

- 6.1 Maintenance of Confidential Information. Each party agrees to: (a) keep confidential all Confidential Information disclosed by the other party; (b) only use, reproduce and disclose the Confidential Information to facilitate the use of the Software (in Your case) or support and develop the Software (in Magnet Forensics' case); and (c) protect the Confidential Information from unauthorized use, reproduction or disclosure in the same manner it protects the confidentiality of similar information of its own, but not less than a reasonable degree of care.
- 6.2 Exceptions. It shall not be considered a breach of the confidentiality obligations hereunder if the receiving party discloses Confidential Information if and only to the extent: (a) it is required to do so by law and receiving party provides the disclosing party as much notice as possible to enable it to seek an order limiting or precluding such disclosure; or (b) the disclosing party provides written authorization of the disclosure.

## **7 Warranties, Exclusions, Disclaimer**

- 7.1 Software Warranty. While Your Support Services are active, Magnet Forensics warrants that the Software shall materially conform to the Documentation. If Magnet Forensics is unable to correct the Software to conform with the warranty stated herein within thirty (30) days, then upon Your request, Magnet Forensics shall refund You: (a) a prorated amount of any unused prepaid license fees if You purchased a Term License; or (b) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 7.2 Viruses, Licenses, Support Services. Magnet Forensics (a) has implemented testing practices consistent with industry standards designed to protect against viruses that may impede the Software; (b) includes fully paid-up licenses to any and all Third Party Software incorporated into the Software; and (c) will perform all Support Services in a good and workmanlike manner consistent with industry standards.
- 7.3 EXCLUSIONS. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE EXCLUSIVE WARRANTIES MADE BY MAGNET FORENSICS TO YOU REGARDING THE SOFTWARE, AND YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES OR PROBLEMS WITH THE SOFTWARE. EXCEPT AS SET FORTH IN SECTION 7.1 AND 7.2, MAGNET FORENSICS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM

OR USAGE OF TRADE RELATED TO THE SOFTWARE PROVIDED HEREUNDER. To the maximum extent permitted by law, any implied warranties or conditions relating to the Software that cannot be excluded as set out above are limited to thirty (30) days from the date that the Software is delivered to You.

## **8 Limitation of Liability**

8.1 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, EXCEPT FOR LIABILITY IN RELATION TO: (A) INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER SECTION 9 (INDEMNIFICATION) UNDER THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; AND (C) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES UNDER THIS AGREEMENT OR ARISING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET FORENSICS BE LIABLE FOR ANY DAMAGES RELATING TO THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, AND DAMAGES CAUSED BY YOUR FILES, CONNECTED DEVICES, OR DATA COLLECTED BY YOU, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT MAGNET FORENSICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, EXCEPT FOR LIABILITY IN RELATION TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) OF THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; AND (C) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS; EACH PARTIES' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. PROVIDED, HOWEVER, MAGNET FORENSICS' CUMULATIVE LIABILITY UNDER SECTION 9.2 RELATING TO THIRD PARTY SOFTWARE SHALL IN NO EVENT EXCEED THE LESSER OF: THREE TIMES (3X) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES AND ONE MILLION USD (\$1,000,000.00 USD).

## **9 Indemnification**

9.1 Your Indemnification of Magnet Forensics. You will defend and indemnify Magnet Forensics from and against any third-party threat, claim, cause of action, legal proceeding, cost, award of damages or any other judgment and legal expenses ("Claim") in relation to: (a) any Claim arising from the modification, combination or use of the Software with equipment, software, interfaces, or other materials that are not specifically authorized by Magnet Forensics; and (b) Your collection and use of data.

9.2 Magnet Forensics Indemnity. Magnet Forensics will defend and indemnify You from and against any Claim as a result of any third party claiming Your use of the Software infringes a valid patent in Canada or the United States, 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), and (c) are not commercially feasible, then (d) terminate Your license and require that You no longer access and use the Software . If Your license is terminated, You must return or destroy the Software and within 30 days of

receipt of all of the Software or certification of destruction thereof, Magnet Forensics shall refund You x) a prorated amount of any unused prepaid license fees if You purchased a Term License; or y) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any modification to the Software or use 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 activity; (bb) 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; or (cc) the continued use of the Software after Magnet Forensics has provided substantially equivalent non-infringing 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 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.

- 9.3 Mutual General Indemnity. Each party will defend and hold harmless the other from and against any Claim arising from any of the following: (a) gross negligence, willful misconduct, fraudulent misrepresentation and fraud by a party; (b) bodily injury, death or property damage caused by a party; (c) breach of laws by a party in performing its obligations under this Agreement; and (d) breach of confidentiality obligations.

## **10 Term and Termination**

- 10.1 Term of Agreement. This Agreement shall survive for one (1) year after the termination or expiry of Your License Term, unless earlier terminated as set out below.
- 10.2 Termination for Convenience. You may terminate this Agreement and your license for Software at any time upon written notice to Magnet Forensics but You will not be entitled to any refund.
- 10.3 Termination for Breach. Either party may terminate this Agreement and any License Term immediately upon notice to the other if: (a) the other party materially breaches a material term or condition of this Agreement which breach remains unremedied for thirty (30) days following written notice thereof by the other party; or (b) the other party becomes involved in any legal proceeding concerning its solvency, commences liquidation proceedings, has a receiver or administrator appointed of any of its assets, ceases or threatens to cease operations, or otherwise has a serious and reasonable doubt arise respecting its solvency. In the event Your License Term is terminated due to breach by Magnet Forensics under (a) above or where Magnet Forensics is the relevant party under (b) above, Magnet Forensics shall refund You: (i) a prorated amount of any unused prepaid License fees if You purchased a Term License; or (ii) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 10.4 Termination/Expiry Obligation. Upon termination or expiry of this Agreement, and, if earlier, termination or expiry of a Term License, free trial or any Beta Period, You shall immediately cease all use and access of the Software and destroy or permanently delete all copies of the Software in Your possession.
- 10.5 Certificate of Compliance. Upon request of Magnet Forensics, not to exceed once per twelve-month period, You shall provide a written certificate of compliance from an authorized signing officer confirming Your compliance with license rights to the Software and Your use of Magnet Forensics services. If Your use of the Software or services are not in compliance, Magnet Forensics will invoice You based on the then current prices in effect at that time.

## **11 Compliance with Export Laws**

- 11.1 You shall not use, import, export, or re-export the Software except in compliance with all applicable laws.



## END USER LICENSE AGREEMENT

- 11.2 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth: (a) in this Agreement; or (b) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (a) or (b) are the more restrictive.

### 12 Magnet Forensics Entity, Governing Law

12.1 "Magnet Forensics" means:

- a) Where Your "Bill To" address identified on the Quotation is anywhere other than in the U.S. or Germany, Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.
- b) Where Your "Bill To" address identified on the Quotation is in the U.S., Magnet Forensics USA, Inc., with an office at 2250 Corporate Park Drive, Suite 130, Herndon, Virginia, U.S. 20171.
- c) Where Your "Bill To" address identified on the Quotation is in Germany, Magnet Forensics GmbH, with a registered office at c/o Eversheds Sutherland (Services) GmbH, Brienner Strabe 12, 80333 Munich, Germany.

12.2 Governing Law. This Agreement is governed by and construed under, excluding any body of law governing conflicts of laws, the laws of: (a) England, where Your "Bill To" address identified on the Quotation is in Europe, Greenland or the UK; (b) Delaware, U.S., where Your "Bill To" address identified on the Quotation is in the U.S.; (c) Singapore, where Your "Bill To" address identified on the Quotation is in Asia Pacific; or (d) Ontario, Canada, where Your "Bill To" address identified on the Quotation is anywhere else. 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.

### 13 General Provisions

- 13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply.
- 13.2 Force Majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations.
- 13.3 Waiver. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 13.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, facsimile or electronic mail. For notices to You, Magnet Forensics shall send such notice to Your "Bill To" Address. For notice to Magnet Forensics, You shall send such notice to Attn: Legal Department,



## END USER LICENSE AGREEMENT

Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.

- 13.5 Assignment. You shall not assign or transfer this Agreement without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void.
- 13.6 Survival. Section 6 (Confidentiality), Section 8 (Limitation of Liability), Section 9 (Indemnification), and any other provision of this Agreement which by its nature would survive the termination or expiration of this Agreement shall do so.
- 13.7 Electronic Execution. The parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. You hereby waive any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- 13.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, 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.
- 13.9 Either party shall have the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief without the requirement to post a bond or demonstrate damages.

END OF AGREEMENT

**Schedule A – Licensed Rights****1.1 Definitions.**

- 1.1.1 **“Case License”** means the Software is subject to a license fee that is based on granting access to the Software for a single source (i.e. single hard drive or image file).
- 1.1.2 **“CLS License” or “LLS License”** means the Software is subject to a license fee that is calculated based on the number of concurrent usage virtual license Keys identified in the Quotation as available at any one time to be downloaded by Users. CLS (Cloud License Server) virtual license Keys are hosted in an online, cloud-based environment whereas LLS (Local License Server) virtual license Keys are hosted on Your premises.
- 1.1.3 **“Dongle”** means a USB device provisioned with the Software.
- 1.1.4 **“Dongle License”** means the Software is subject to a license fee that is calculated per Dongle.
- 1.1.5 **“Enterprise License”** means the Software is subject to a license fee that is calculated based on a maximum number of Software installs and/or concurrent Users as set out in the Quotation.
- 1.1.6 **“Instance”** means a copy of the Software that a User is authorized to use. The maximum number of Instances per User are stated in the Quotation.
- 1.1.7 **“Key”** means the license key provided to You by Magnet Forensics to permit access to and use of the Software to a User.
- 1.1.8 **“Machine”** means each hardware machine or hardware unit on which the Software is used.
- 1.1.9 **“Machine License”** means the Software is subject to a license fee that is calculated per Machine.

- 1.2 **License Grant.** Magnet Forensics hereby grants to You a non-exclusive, revocable, non-transferable license to use the Software on Your internal business networks for the number of Users, installs, and/or Instances and License Term indicated in Your Quotation in accordance with the terms set forth in this Agreement and the Documentation. For certainty: (i) academic licenses are granted for academic, non-commercial use only; (ii) licenses for Magnet AUTOMATE products are licensed on a per ‘control node’ and ‘agent node’ basis; (iii) Machine Licenses are solely permitted for use of the Software on the Machine on which such Software is first installed and by the original User; and (iv) Dongle Licenses are for use on Machines only (and not for use in cloud or other virtual environments), and cannot be shared between individual Users. For further certainty: (1) Enterprise Licenses, CLS Licenses and LLS Licenses allow for concurrent Users of the Software as indicated in Your Quotation; and (2) a unique key code is issued for a Case License tied to the original single source, with requirements for additional single sources requiring an add-on purchase. It is Your responsibility to fully comply with all applicable laws in using and handling the Software and any additional third-party license terms applicable to Third Party Software.

**1.3 Restrictions.** You shall not and shall ensure that Users shall not:

- 1.3.1 copy, reproduce, or modify the Software or any part thereof;
- 1.3.2 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;
- 1.3.3 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;
- 1.3.4 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
- 1.3.5 use the Software to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;
- 1.3.6 use the Software in any unlawful manner; or



- 1.3.7 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 1.3.1 – 1.3.6 above, or attempting to do so.

For the purposes of this provision “copy” and “reproduce” shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software.

- 1.4 **Restrictions Applicable to Consultant Licenses.** Notwithstanding Section 1.3.5, if Your license is identified in a Quotation as a “consultant license”, You may use the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that the following additional restrictions shall apply:

- 1.4.1 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, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages;
- 1.4.2 You shall not permit Your customers to use the Software (with the exception of using the Portable Case functionality);
- 1.4.3 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;
- 1.4.4 You shall not, whether in an agreement for Your services or otherwise, in any way modify, negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;
- 1.4.5 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or its products or services;
- 1.4.6 You shall not make any representations, warranties or guarantees about Magnet Forensics or its products and services except as expressly set out in this Agreement; and
- 1.4.7 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’ External Marketing Policy (located at [https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics\\_BrandGuidelines.pdf](https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics_BrandGuidelines.pdf)) and any other marketing and trademark requirements set out by Magnet Forensics from time to time. Any use of Magnet Forensics’ Trademarks shall remain unchanged and give legal notice of such trademark status.

- 1.5 **Beta Software.** In the event that You have requested use of or have access to Software or features that are identified by Magnet Forensics as pre-commercial, preview release, evaluation, pilot, “alpha”, or “beta” software (“Beta Software”), the license rights set out above with respect to Your use of such Beta Software apply only to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. You acknowledge and agree that Magnet Forensics may terminate Your use of Beta Software at any time and may include technical measures in the Beta Software that renders it inoperable and You agree that You will not circumvent such technical measures. You further acknowledge and agree that the Beta Software is provided “AS IS” with none of the representations, warranties, or indemnities provided in the Agreement. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation.

- 1.6 **Trial Licenses.** In the event that You have requested use of or have access to Software that is identified as a Trial License on the Quotation (“Trial License”), the license rights set out above with respect to Your use of such Trial License apply only for the time period authorised by Magnet Forensics (“Trial Period”) and solely to extent necessary to enable You and the Users to test the



## END USER LICENSE AGREEMENT

Software in order to identify if the Software is suitable for purchase from Magnet Forensics. The Software underlying the Trial License is provided “AS IS” with none of the representations, warranties or indemnities provided in the Agreement. Notwithstanding the Trial Period, Magnet Forensics may terminate Your Trial License at any time and require that You cease using the Software.

- 1.7 Hosted Deployment.** If identified in Your Quotation, Magnet Forensics shall facilitate hosting the Software at a third-party site and granting You access to the Software during the License Term via a standard internet interface. Such hosting shall be done by Magnet Forensics on an “AS IS” basis and Your use and access to the Software shall be subject to the third-party provider’s terms of service.