

The following document (the “**Agreement**”) describes the terms and conditions under which You will receive support and maintenance services from Magnet Forensics Inc. (“**Magnet Forensics**”) in relation to software purchased by You (“**You**” or “**Customer**”) from Magnet Forensics. In addition to these terms and conditions the provision of support and maintenance services by Magnet Forensics shall also be subject to the then current EULA corresponding to the software purchased by You.

1. DEFINITIONS. In addition to the terms defined herein, capitalized terms shall have the meaning ascribed in the EULA.

- 1.1 “**Customer Data**” means information, data, video footage, screen shots, case file data, and other content, in any form or medium, that is submitted, processed, stored, or disclosed by You as part of support and maintenance services provided by Magnet Forensics.
- 1.2 “**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.
- 1.3 “**EULA**” means the license agreement that governs Your use of the Software.
- 1.4 “**Term**” means the period for which You have purchased support and/or maintenance services from Magnet Forensics.
- 1.5 “**Updates**” means software releases from Magnet Forensics, identified by Magnet Forensics as updates, which supplement a version of Software that you have obtained from Magnet Forensics and that may correct defects, bugs or programming errors in such version of Software or provide increases in functionality for such version of Software.

2. SUPPORT AND MAINTENANCE SERVICES

- 2.1 During the Term, subject to the payment of all applicable fees, Magnet Forensics shall provide support and maintenance services (telephonically, and by email and via a webportal), consisting of the following:
 - (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.

Where bugs or defects are not critical (as determined in Magnet Forensics’ sole discretion), Magnet Forensics reserves the right to include fixes in a future scheduled release of the Software.

- 2.2 Magnet Forensics’ obligations to perform the support and/or maintenance services hereunder, will apply only to the Software provided to You by Magnet Forensics and not to peripheral data or any third-party hardware or software. Such support and maintenance will be provided in accordance with the level of support and maintenance purchased by You for the Software, including, for the specific Software products set out in Exhibit 1 to this Agreement.
- 2.3 The following services (the “**Excluded Services**”) are specifically not included in the support and maintenance services:
 - (a) advice or instructions related to general usage of the Software;
 - (b) installation of the Software;
 - (c) on-site support related to the Software;
 - (d) corrections of defects found by Magnet Forensics to be:
 - (i) in other than a current, unaltered release of the Software provided free of charge to You;

- (ii) caused by Your negligence or that of a third party (other than a third party working on Magnet Forensics' behalf), or modifications made to the Software by You or by any third-party other than a third party working on Magnet Forensics' behalf;
- (iii) arise from use or interoperability of the Software in combination with hardware or software not specifically approved by Magnet Forensics;
- (iv) caused by normal wear and tear;
- (v) caused by improper or unauthorized use of the Software;
- (vi) caused by use of the Software in a manner contrary to, or otherwise not in accordance with the Documentation, guidelines or instructions provided by Magnet Forensics in relation to the Software;
- (vii) due to external causes such as, but not limited to, power failure or electrical power surges; or
- (viii) defects which do not prevent the Software from operating in accordance with the Documentation.

In the event that You wish Magnet Forensics to perform any Excluded Service, such Excluded Service must be pursuant to a separate, mutually agreed upon written agreement between You and Magnet Forensics.

3. TRANSMISSION OF DATA

- 3.1. You (and not Magnet Forensics) shall be solely liable in connection with the disclosure, storage, processing, and transfer of Customer Data in connection with support and maintenance services, including, without limitation, compliance with all applicable laws. You shall not knowingly 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 seeking support and maintenance services from Magnet Forensics. Magnet Forensics shall process and store any received data and information in accordance with the Magnet Forensics Privacy Policy available at <https://www.magnetforensics.com/legal/>.
- 3.2. In some instances, Magnet Forensics may agree to provide remote support and maintenance services to You on an "AS IS" basis. For certainty, You are solely responsible for implementing safeguards to protect the security of Your systems, equipment, and Customer Data when seeking support and maintenance services remotely from Magnet Forensics. Magnet Forensics does not guarantee data backups of any Customer Data and You alone are responsible to restore Your systems, and equipment following performance of support and maintenance services by Magnet Forensics. You acknowledge and understand that Customer 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 Customer Data that may be accessed by a third-party provider and/or delayed, lost, altered, intercepted, or stored during transmission across public networks.

4. GENERAL

- 4.1. All terms and conditions of the EULA shall, unless expressly in conflict with the terms and conditions of this Agreement, apply, and are hereby incorporated herein by this reference. Where such a conflict exists, the terms and conditions of this Agreement shall govern.

EXHIBIT FOLLOWS

EXHIBIT 1

SUPPORT PACKAGES for
 Magnet AXIOM, Magnet AXIOM CYBER
 Magnet DVR Examiner*, Magnet IGNITE***



	ESSENTIAL SUPPORT	PREMIUM SUPPORT
Product updates In-product and portal access to latest software version and release notes.	Included	Included
Self-help 24x7 portal access to ticketing system, product documentation, and knowledge base.	Included	Included
Support hours for all cases	Monday – Friday** 8:30am – 5:30pm Eastern 8:30am - 5:30pm Pacific	Monday – Friday** 9:00am – 5:00pm GMT 8:30am - 5:30pm Eastern 8:30am - 5:30pm Pacific
Authorized support contacts	1 named contact	5 named contacts
Web and email case submissions	Unlimited	Unlimited
Phone case submissions	5 cases/year	Unlimited
Accelerated response times and touchpoints (based on posted Support hours)	n/a	S1: First response within 4 hours; daily updates S2: First response within 8 hours; weekly updates S3: First response within 24 hours; monthly updates
Escalations	n/a	S1 tickets handled across key time zones until resolution
Activity review	n/a	SLA management and quarterly support case review via email Email notifications when a reported bug or feature gets implemented

* Premium Support not available; Support hours 8am-5pm MT

**Except statutory or national holidays

***9:00 am – 5:00pm Eastern only; no premium support available

S1 (Severity 1): Critical impact to business operations, as set by Magnet Forensics

S2 (Severity 2): Moderate impact to business operations, as set by Magnet Forensics

S3 (Severity 3): Minimal impact to business operations, as set by Magnet Forensics

**SUPPORT PACKAGES for
Magnet AUTOMATE, Magnet AUTOMATE ENTERPRISE,
Magnet REVIEW**



	ESSENTIAL SUPPORT
Product updates Product update notifications and remote deployment support.	Included
Self-help 24x7 portal access to ticketing system, release notes, product documentation, and knowledge base.	Included
Support hours for all cases	Monday – Friday* 8:30am - 5:30pm Eastern
Authorized support contacts	5 named contacts
Web, email, and phone case submissions	Unlimited
Accelerated response times and touchpoints (based on posted Support hours)	S1: First response within 4 hours; daily updates S2: First response within 8 hours; weekly updates S3: First response within 24 hours; monthly updates
Named support contact	Dedicated and specialized technical support analyst
Escalations	S1 tickets handled across key time zones until resolution
Activity review	SLA management and quarterly support case review via email Email notifications when a reported bug or feature gets implemented Monthly health check

*Except statutory or national holidays

S1 (Severity 1): Critical impact to business operations, as set by Magnet Forensics

S2 (Severity 2): Moderate impact to business operations, as set by Magnet Forensics

S3 (Severity 3): Minimal impact to business operations, as set by Magnet Forensics