



PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (“Terms”) provide you (“Seller”) with the guidelines and legal stipulations of the purchase order (“Order”) placed by Magnet Forensics Inc. and its affiliates (“Magnet”) for the goods and/or services that are described in the Order.

- 1. Acceptance.** By (i) signing the acceptance copy of the Order and returning it to Magnet, (ii) fully or partially performing the subject matter of the Order or (iii) providing an invoice to Magnet, the Seller is agreeing to be bound by these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any quotation, acknowledgment of the Order, or with delivery of any goods or services under the Order, or otherwise, will not be binding on Magnet. These Terms may be modified only by a written document signed by duly authorized representatives of Magnet and Seller.
- 2. Invoices, Payments, and Taxes.**
 - a) Invoices shall be rendered on completion of services or delivery of goods and shall contain the purchase order number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price.
 - b) Unless otherwise specified, the price on the Order represents the complete cost to Magnet and includes all fees, all applicable taxes, and charges (including shipping charges). Payment shall be made on the terms of net 30 days from the date of invoice.
 - c) Seller shall separately itemize all applicable taxes and includes its applicable tax registration number(s) on each invoice. Magnet will pay all applicable taxes to Seller when the applicable invoice is due. Seller will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of these Terms, Magnet may withhold from all amounts payable to Seller all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
- 3. Expenses.** Seller shall be wholly responsible for expenses incurred in the performance of the Order unless the Order explicitly provides for reimbursement of expenses. Where the Order explicitly provides for reimbursement of expenses, Magnet will reimburse only: (i) the expenses explicitly listed in the specific term of the Order, (ii) pre-approved expenses that are reasonable, necessary, and incurred in the performance of the Order.
- 4. Delivery, Inspection, and Rejection.** Time is of the essence of the Order. Delivery will be made as specified on the face of the Order. Magnet reserves the right to reject goods and to cancel all or any portion of the Order in the event of failure to deliver at the time and place specified. The goods and services are subject to inspection and test by Magnet within 90 days of delivery. If the goods and services are found not in accordance with all the details (i) shown on the Order; (ii) the invoice provided by the Seller; or (iii) documentation provided by the Seller, Magnet shall be entitled to return rejected goods to Seller at Seller’s expense and risk of loss for, at Magnet’s option, either: (i) full credit or refund of all amounts paid by Magnet to Seller for the rejected goods; or (ii) replacement goods to be received within the time period specified by Magnet. Seller shall not deliver goods that were previously rejected on grounds of non-compliance with these Terms unless approved in advance by Magnet.

- 5. Warranty.** By accepting the order, Seller warrants that the subject matter of the Order is free from faults and defects, are consistent with any documentation provided, comply with Magnet's specifications, and is suitable for the purpose designated. The warranty period shall be the longer of: (i) the express written warranty period provided by Seller for the goods or services; and (ii) the period commencing on the date of acceptance of such goods or services and ending on the date that is 1 year from that date.
- 6. Transit.** Title and risk of loss or damage shall pass to Magnet upon receipt of goods at the delivery address set out in the Order, unless otherwise agreed to by the Magnet in writing. Magnet has no obligation to obtain insurance while goods are in transit from Seller to the delivery address.
- 7. Customs.** For shipments originating outside of Canada, Seller is responsible for preparing Canada Customs invoices and other documents required by Canadian customs and other government agencies. Any cost incurred due to Seller's delay or Seller's failure to comply with Canadian customs or other governmental regulations shall be paid by the Seller.
- 8. Intellectual Property.** Seller guarantees that the subject matter of the Order and its sale or use of them will not infringe any intellectual property right, and the Seller agrees to defend and indemnify Magnet against all damages, claims, suits and demands whatsoever for actual or alleged infringements of any intellectual property right.
- 9. Services.** Seller shall: (i) perform all work in a good workmanship to Magnet's satisfaction; (ii) obtain and maintain appropriate worker's compensation coverage and proof of satisfactory standing to Magnet upon request; and (iii) comply with all applicable policies, procedures, guidelines, and rules of Magnet including Magnet's Code of Business Conduct available here: <https://www.magnetforensics.com/legal/>.
- 10. Insurance.** Seller and any sub-contractor used by Seller in connection with the Order must carry Comprehensive General Liability insurance. At Magnet's request, Seller must provide to Magnet certificates from Seller's insurers showing that such coverage is in effect and agreeing to give Magnet 45 days' prior notice of cancellation of the coverage. Magnet may require minimum liability coverage depending on circumstances.
- 11. Termination.** Magnet may, at its sole option, terminate the order in whole or in part, without penalty or compensation upon a 30-day written notice served to the Seller. Magnet will pay the Seller for the goods and services satisfactorily provided and accepted by the Magnet to the effective date of termination. The termination of the order shall discharge any further obligations of either party.
- 12. Indemnity.** Except for damages caused by the negligence of Magnet, Seller shall defend and indemnify Magnet with respect to amounts required to be paid to a third party, and all costs expenses and liability including without limitation legal fees, that are incurred by Magnet arising or occurring, directly or indirectly, by reason of any act or omission of the Seller.

- 13. Limitation of Liability.** EXCEPT FOR SELLER'S OBLIGATIONS UNDER SECTIONS 8 (INTELLECTUAL PROPERTY) and 12 (INDEMNITY), AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, EACH PARTIES' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE AMOUNT PAID FOR THE ORDER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THESE TERMS.
- 14. Independent Contractors.** Seller will perform its obligations under the Order as an independent contractor. Seller and its employees will have no authority to represent or bind Magnet and neither Seller nor its employees will hold themselves out as having authority to act for Magnet or its Affiliates.
- 15. Confidentiality.** If the Seller and Magnet have executed a Non-Disclosure Agreement that agreement shall continue to govern the exchange of confidential information between the parties. In any event, Seller shall not disclose to any third party any information pertaining to the goods provided or services performed hereunder or pertaining to Magnet's business or operations which Seller obtains or has access to in connection herewith, without the prior written consent of Magnet.
- 16. Compliance with Laws.** Seller represents that it has and will continue during the performance of the order to comply with the provisions of all applicable laws and regulations.
- 17. Governing Law.** The Order and these Terms is to be construed and governed by the laws of the Province of Ontario, without giving effect to its principles of conflicts of law.

END OF AGREEMENT