

This Agreement (the “**Agreement**”) is a legal agreement between You and Magnet Forensics with respect to Your license, access and use of the Product. UNLESS YOU HAVE AN EXISTING AGREEMENT WITH MAGNET FORENSICS WHICH SPECIFICALLY GOVERNS YOUR LICENSE, ACCESS, AND USE OF THE PRODUCTS IDENTIFIED IN THE QUOTATION, THEN BY EITHER (A) SUBMITTING AN ORDER FOR THE PRODUCT IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS OR A MAGNET FORENSICS AUTHORISED RESELLER, (B) INDICATING YOUR ACCEPTANCE OF THE QUOTATION, (C) ACCEPTING DELIVERY OF THE PRODUCT; (D) DOWNLOADING AND/OR INSTALLING THE SOFTWARE, OR (E) USING THE SOFTWARE, YOU ARE REPRESENTING THAT (I) YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE ORGANIZATION WHICH YOU REPRESENT, AND (II) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ANY OTHER TERMS CONTAINED IN A PURCHASE ORDER OR ACKNOWLEDGEMENT OF ANY KIND TO THE QUOTATION BY YOU.

1. DEFINITIONS. The following defined terms are used in this Agreement and related documents:

“**Equipment**” means hardware sold by Magnet Forensics pursuant to an Order, including peripherals.

“**Internal Use**” means your internal commercial use as an end user.

“**Product**” means Software, Equipment, and other goods and services provided by Magnet Forensics pursuant to an Order.

“**Section**” means a titled or integer-numbered section of this Agreement and “**Paragraph**” means a numbered subpart of a Section.

“**Software**” means computer programs and data available from Magnet Forensics as standard Products, together with associated Documentation, fixes, updates, upgrades, and enhancements which Magnet Forensics provides to you. Software also includes firmware and other computer programs and data embedded in Equipment provided by Magnet Forensics.

“**Third Party Products**” means products bearing a third party’s brand or copyright notice, including software embedded or otherwise utilized by the Product.

2. ORDERS. This Agreement applies to all Products you acquire from Magnet Forensics through an order document such as a purchase order, a Magnet Forensics order form quotation prepared at your request, an order placed via a Magnet Forensics web site, or a statement of work (each, an “**Order**”). Products are sold only for your Internal Use. To acquire Products for other uses, such as resale, sublicensing, or operation of a commercial data center, you must enter into a separate agreement with Magnet Forensics. An Order must at a minimum include the description, quantity, and price of the Products you commit to buy. Upon acceptance by Magnet Forensics each Order forms a separate contract which incorporates this Agreement and any agreed attachments such as amendments or addenda, and which is the entire agreement between the parties for the Products it covers, superseding any prior understandings or agreements in any form regarding those Products. If there are conflicts, the order of precedence will be the order document, any agreed attachments, and finally this Agreement. Preprinted terms submitted by you, such as those typically found on purchase orders will not apply. Acknowledgement, whether express or implied, by either party of the other party’s bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. Only authorized written or electronic, and not oral, communications will be binding upon a party. Magnet Forensics may accept an Order expressly or by beginning performance. Unless the context requires otherwise, references in this document to this Agreement include any Order into which it is incorporated.

3. DELIVERY. Software will be provided by electronic means. Licenses to Software shall be commence upon the successful completion of Magnet Forensics’ standard installation procedures on the

Product. Title and risk of loss to tangible products such as Equipment pass to you upon delivery, which occurs when Magnet Forensics places them with a carrier for shipment to you, freight prepaid.

4. **LICENSES TO SOFTWARE.** Subject to the terms of this Agreement and for the consideration specified in the Order, Magnet Forensics grants to you a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in Equipment provided by Magnet Forensics and solely for the purpose of extracting data from mobile devices (“Extraction(s)”) (i) in aid of law enforcement investigations exclusively in the country of the Authorized Location (each, an “Investigation”); (ii) expressly and specifically as authorized in writing by a court or government agency with (x) competent jurisdiction and legal authority over the Investigation and (y) legal authority to authorize Extraction from mobile devices related to the Investigation by you; and (iii) in compliance with this Agreement, including but not limited to Section 10 hereto (“Authorized Extraction(s)”). Licensee may only use the Product in online mode at authorized physical locations (the “Authorized Locations”) specified in the Order or that Licensee has otherwise registered with Magnet Forensics and that Magnet Forensics has approved in writing. Prior to performing an Extraction, Magnet Forensics may require that you or your Authorized User(s) certify that the contemplated Extraction meets the above definition of an Authorized Extraction and provide third party documentation supporting such certification (such as a court order or statement of work from the applicable court or government agency requesting that the Extraction be performed). Licensee acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Magnet Forensics may use certain third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions. Such tools may be subject to additional terms and conditions as set by the third-party responsible for such tools. You agree that your use of the Product is subject to such third-party terms and conditions, as applicable. For purposes of this Agreement, “Authorized Users” means employees who are authorized by Licensee to access or use the Product and Software. The Licensee shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User’s employment status such that the Authorized User ceases to be empowered by the Licensee to access or use the Product and Software either through ceasing to be employed by the Licensee or a change in his or her position within the Licensee’s organization such that he or she is no longer authorized to access or use the Product and Software.

5. **THIRD PARTY PRODUCTS.** The Software makes use of or otherwise incorporates Third Party Products, including certain Google Maps features and content. Third Party Products are subject to any terms provided by their supplier, which in the event of conflict will take precedence over this Agreement. They are warranted solely by the supplier unless Magnet Forensics agrees otherwise in writing. Use of Google Maps features and content is subject to the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>, each as updated or amended from time to time.

6. **LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product’s components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use the Software other than with Products provided by Magnet Forensics; (h) use the Product other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Magnet Forensics copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any legal rights of any third party; (m) photograph any of the Product’s components, whether internal or external; (n) use the Product

for any purpose other than in aid of an Authorized Extraction. To the extent legally practicable, mobile devices must remain in the Licensee's possession and control until after the software agent has been successfully uninstalled on the mobile devices. You covenant and agree to keep the Product in a physically secure environment within the Authorized Location at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. Magnet Forensics expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

7. **FEES.** Licensee shall pay all fees set forth in the relevant Quote for the Software and Product within thirty days from the date of the Quote. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Magnet Forensics' income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Magnet Forensics free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

8. **TITLE.** As between the parties, Magnet Forensics and its licensors retain all right, title, and interest, including, without limitation, in all intellectual property rights to the Product. Licensee understands that Magnet Forensics may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Magnet Forensics.

9. **LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL MAGNET FORENSICS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. MAGNET FORENSICS'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

10. **LICENSEE WARRANTIES.** Licensee represents, warrants and covenants to Magnet Forensics that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Magnet Forensics Products or Software in connection with any Extractions; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws; (d) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (f) none of your Authorized Users are listed on any U.S. Government list of prohibited or restricted parties; and (g) any certification materials submitted as part of Magnet Forensics' customer certification process and Licensee's Authorized Extraction certification responsibilities are true and correct in all material respects.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, MAGNET FORENSICS PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, MAGNET FORENSICS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT

THE PRODUCT, SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Licensee acknowledges that all Investigation stakeholders and authorities are aware of and understand the associated risk that the mobile device may become damaged and/or mobile device data may be unrecoverable when used with the Product or Software, in particular for mobile devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. Licensee further understands that not all permutations of mobile device software, software builds, mobile device states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on mobile devices under any of the above conditions, please consult support.magnetforensics.com. Licensee releases Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

12. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.

12.1 Subject to applicable law, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Magnet Forensics' Confidential Information to those Authorized Users who require access in order to utilize the Product as permitted hereunder and who are obligated to protect any disclosed Confidential Information under terms no less protective than those contained in this Section. Except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Magnet Forensics sends the Receiving Party written notice releasing the Receiving Party from its obligations under this Agreement hereto, whichever occurs first.

12.2 For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Magnet Forensics' business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Magnet Forensics' software or product offerings (including the Product and the Software), information found on the Magnet Forensics support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

12.3 Confidential Information shall not include any information that is (i) was possessed or known by Recipient without any confidentiality obligations prior to receipt under this Agreement; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Magnet Forensics that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Magnet Forensics' express written consent.

12.4 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Magnet Forensics in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Magnet Forensics, at Magnet Forensics' expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

12.5 The Receiving Party acknowledges and agrees that due to the unique nature of Magnet Forensics' Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Licensee agrees to promptly notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information and cooperate with Discloser to mitigate any adverse consequences.

13. SECURITY INCIDENTS.

13.1 You will notify Magnet Forensics within twenty-four (24) hours of your discovery (i) that Magnet Forensics Confidential Information is, or is suspected to have been, the subject of actual or attempted inappropriate or unauthorized use or disclosure; or (ii) that the Product or Software has been, or is suspected to have been, used in violation of this Agreement by you, your Authorized Users, or any third party; (each, a "Security Incident"). In addition, at your sole expense and to the extent practicable, you will mitigate any harm caused by the Security Incident.

13.2 To the extent known by you, the notification to Magnet Forensics will include: (i) a description of what happened, including the date the Security Incident occurred, if known, and the date on which the Security Incident was discovered; (ii) a description of the types of Confidential Information involved in the Security Incident; and (iii) a description of what you are doing to investigate the Security Incident, to mitigate losses, and to protect against any further Security Incidents. If the foregoing information is not available at the time it is required by this Section to notify Magnet Forensics, you shall provide such information to Magnet Forensics promptly as it becomes available, and in all times within timeframes sufficient to enable Magnet Forensics to comply with Applicable Laws.

13.3 Contemporaneously with any investigation of a Security Incident, you will conduct a risk assessment and document in writing the results thereof along with any associated determinations and findings. You will (i) provide to Magnet Forensics a copy of the risk assessment document(s) (including the associated determinations and findings) as expeditiously as possible and without undue delay after discovery of the Security Incident; and (ii) retain the documentation required under this Section as required by Applicable Law(s). Irrespective of any other limitation set forth in this Agreement, and in addition to any other rights available to Magnet Forensics, you will reimburse Magnet Forensics for any reasonable expenses, damages, penalties or other losses that Magnet Forensics incurs in connection with a Security Incident.

14. TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be as set forth in the Quote, provided however that if no term is indicated in the Quote, the license term shall be one year from the Effective Date.

At Magnet Forensics' sole discretion, Magnet Forensics may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any material provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Magnet Forensics, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Magnet Forensics' election) (i) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (ii) any derivatives therefrom, and shall so certify to Magnet Forensics that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed-to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination.

15. **INDEMNITY.** Subject to applicable law, Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Magnet Forensics, its affiliates, employees, agents, successors and assigns arising from or related to : (i) any breach of this Agreement by Licensee, its Authorized Users, affiliates, employees, agents, successors and assigns; (ii) the activities conducted by Licensee or its Authorized Users using or that used the Software and Product; and (iii) any unauthorized use of the Product provided to you; and Licensee shall pay any final judgment entered against Magnet Forensics in any such proceeding or agreed to in settlement. Magnet Forensics will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee.

16. **INSURANCE.** You will obtain and maintain the following insurance policies:

(a) workers' compensation with the required US statutory limits or the applicable country equivalent and employer's liability in the amount of \$1,000,000 per bodily injury by accident or disease;

(b) commercial general liability insurance (including contractual liability, independent contractors, products liability and personal injury coverage) in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) umbrella policy providing excess coverage for commercial general liability in an amount not less than \$5,000,000 per occurrence; and

(d) crime in an amount of not less than \$1,000,000 per occurrence.

16.1 **ADDITIONAL INSURED.** The commercial general liability and umbrella policies of Contractor will name Magnet Forensics as an additional insured. You will waive its rights and cause its insurers to waive its rights of subrogation against you. You will provide Magnet Forensics with thirty (30) days written notice prior to cancellation or non-renewal of the policies. Certificates of insurance showing compliance with these requirements will be provided to Magnet Forensics by you immediately after signing this Agreement, annually thereafter and upon any subsequent request of Magnet Forensics. Magnet Forensics will not reimburse you for any of its cost of such insurance, or for any insurance coverage that you obtains for your own account. The lack of insurance maintained by or available to you does not reduce or limit your liability or obligation to indemnify Magnet Forensics as set forth in this Agreement. All insurance policies will be with such companies as are reasonably acceptable to Magnet Forensics, provided, however, that in no event shall any insurer have an A.M. Best Insurance Rating of less than "A-"VII.

17. **EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

18. HIRING AND BACKGROUND CHECKS.

18.1 You represent and warrant that you maintain comprehensive hiring policies and procedures and that you endeavor to hire the best candidates with appropriate character, disposition and honesty.

18.2 You will conduct, at your expense, background checks on your employees (including but not limited to Authorized Users) and those of your agents and subcontractors who will have access (whether physical, remote, or otherwise) to Magnet Forensics Products or Software.

18.3 You will not permit your employees, agents, or an (including the personnel of any of its agents or subcontractors) that have been convicted of a felony crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony crime to have access to: (i) Magnet Forensics Confidential Information; (ii) the secure environment in which the Product is stored; (iii) the Product, the Software, or any associated materials.

19. **AUDIT RIGHTS** You hereby grant Magnet Forensics the right to audit you to satisfy itself that no breach of the representations and warranties in this Agreement have occurred. You will cooperate fully in any audit conducted by or on behalf of Magnet Forensics. Any breach of the representations and warranties in this Agreement will constitute a material breach and will entitle Magnet Forensics to cancel this Agreement immediately. You will indemnify Magnet Forensics for any expenses, cost, loss, fines, penalties, or liability (including reasonable attorneys' fees) incurred by Magnet Forensics as a direct or indirect result of your failure to adhere strictly to the terms of this Section.

20. ETHICAL CONDUCT

20.1 You will not engage in any illegal or unethical business practices in your or your Authorized Users' use of the Products or any data obtained as a result of your use of the Product. You will furnish such documentation as Magnet Forensics may reasonably request to confirm your compliance with this Section and agree that you will not engage in any course of conduct that, in Magnet Forensics' reasonable belief, would cause it to be in violation of the laws of any jurisdiction. Magnet Forensics will cooperate with and assist you in complying with this Section.

20.2 You will not pay, offer or promise to pay, or authorize the payment directly or indirectly through any other person or firm, anything of value (in the form of compensation, gift, contribution, facilitating payment or otherwise) to (a) any person or firm employed by or acting for or on behalf of any third party, whether private or governmental, for the purpose of inducing or rewarding any favorable action by the third party in any commercial transaction or in any governmental matter; or (b) any government official, political party or official of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any commercial transaction or in any governmental matter. Further, you will ensure that (a) all officers, directors, employees or third parties that take actions or provide services in support of this agreement will remain free from all conflicts of interest at all times and will not leverage any external relationships for the purpose of improperly influencing any commercial transaction or any governmental matter.

21. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Magnet Forensics to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Magnet Forensics' rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Magnet Forensics' consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Delaware, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International



GRAYKEY CONSULT AGREEMENT

Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Delaware; Licensee hereby agrees to service of process in accordance with the rules of such court.