

This Professional Services Addendum (the “**Addendum**”) is a legal agreement between You and Magnet Forensics which governs Magnet Forensics’ provision of Professional Services to You and forms part of the End User License Agreement. This Addendum, together with the EULA, shall constitute the entire agreement between the parties and is referred to herein as the “**Agreement**”. In the event of any conflict or inconsistency between this Addendum and the EULA, the terms of this Addendum shall prevail to the extent of such conflict. If You and Magnet Forensics have not signed another agreement that specifically governs the Professional Services identified in the Quotation, then by either (A) submitting a purchase order for the Professional Services identified in the Quotation; (B) indicating Your acceptance of the Quotation; or (C) accepting the Professional Services, You represent that You have authority to bind the organization You represent and that You accept this Addendum. Any additional or inconsistent terms in any purchase order, acknowledgement, or other customer document are void and will not apply.

“ Consulting Services ”	the advisory, analytical, and strategic services provided by Magnet Forensics to You in connection with the Products, including guidance on workflows, best practices, solution design, and optimization as identified in the Quotation.
“ Customer Data ”	information provided by You to Magnet Forensics in relation to the Professional Services, but shall not include Magnet Forensics Confidential Information.
“ End User License Agreement ” or “ EULA ”	the Magnet Forensics End User License Agreement located at www.magnetforensics.com/legal or such other terms You have agreed to with Magnet Forensics for the use of Magnet Product(s).
“ Implementation Services ”	the technical services provided by Magnet Forensics to You to deploy, install, configure, integrate, and commission the Products within Your environment.

All terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the EULA.

1. SCOPE AND DELIVERY.

1.1 Professional Services. Magnet Forensics shall perform the Professional Services identified in the Quotation and described in the Documentation. The Professional Services may include: (a) installation and commissioning of Products; (b) configuration and testing of Your workflows and specific use cases in Your network; (c) deployment of Products; and (d) other services stated in the Quotation. Magnet Forensics’ obligation to perform the Professional Services is contingent on Your timely compliance with this Addendum, the Documentation, and the EULA. You are responsible for ensuring Users’ compliance with the EULA and this Addendum. You shall provide timely access to personnel, systems, information, and reasonable assistance that Magnet Forensics needs to perform the Professional Services.

1.2 Staffing and Project Management. Magnet Forensics will determine the personnel and subcontractors that perform the Professional Services and may replace them with others of similar qualifications. Magnet Forensics may adjust any estimated completion date, milestone, or resource plan, and may recover its reasonable additional fees and costs incurred as a result of delay, rework, idle time, or remobilization caused by Your failure to provide timely access to Your site, systems, data, personnel, equipment, materials, approvals, decisions, or required third-party cooperation for the Professional Services, or if You otherwise fail to perform Your obligations. Any material change to scope, timeline, milestones, or resource assumptions requires mutual written agreement before performance continues. You will appoint one or more project managers for

each project as the primary contact for coordination with Magnet Forensics and as the first point for resolving or escalating issues about the scope or direction of the Professional Services.

1.3 Implementation Window and Scheduling. Magnet Forensics will perform the implementation phases of the Professional Services, including planning, implementation, onboarding, and completion, within a planned implementation window. The planned implementation window is a target scheduling period, not a fixed delivery commitment. Magnet Forensics does not reserve personnel for the entire planned implementation window and will schedule consultants for specific dates within that window once the readiness conditions in Section 4.1 have been met. You shall provide timely cooperation and access needed to schedule the Professional Services within that window. For Professional Services that are Implementation Services, unless Magnet Forensics and You agree otherwise in writing, the planned implementation window will be determined in accordance with Section 2.1.

1.4 Validity period and expiry of Professional Services. Unless otherwise stated in the applicable Quotation, the validity period for Professional Services is twelve (12) months starting on the date shown on the applicable Quotation (the “**Validity Period**”). If Professional Services are not scheduled, used, or completed within the Validity Period, other than to the extent resulting from Magnet’s delay, failure to perform, or other cause within Magnet’s reasonable control, then: (a) the unused Professional Services will expire, (b) Magnet will have no further obligation to deliver the expired Professional Services, and (c) You will not be entitled to any refund, credit, extension, or rebill in respect of the expired Professional Services or any related Product license, support, or maintenance service.

2. Service Specific Terms

2.1 Implementation Services – Specific Terms.

2.1.1 Standard installation window for Products that require Implementation Services. This Section 2.1.1 applies only to Implementation Services. For standard implementation of Products that require Implementation Services, unless the parties agree otherwise in writing, the planned implementation window is the four-week period starting on the Order Completion Date. The Order Completion Date means the date Magnet Forensics accepts Your order. During that planned implementation window, Magnet Forensics will select, in its discretion, the specific delivery date(s) and will notify You of such date(s). You must ensure that You have met the readiness conditions in Section 4.1 and the required personnel, environments and third-party services are available on the scheduled dates and that Magnet Forensics is able to perform the installation as planned. If You are unable to proceed on a scheduled date during that planned implementation window and provide greater than five (5) business days’ notice, the Professional Services will be treated as delayed under Section 4.3 and rescheduled to the next available dates proposed by Magnet Forensics, subject to consultant availability. Any delay resulting from Your unavailability will extend the implementation schedule and will not constitute a delay by Magnet Forensics. Any such rescheduling will not entitle You to any refund, credit, extension, or rebill in respect of the Professional Services or any related Product license, or support service. If You cancel, reschedule, or fail to satisfy readiness or access requirements for the planned delivery date with less than five business (5) days’ notice, the Implementation Services shall be deemed to have been delivered in full. Magnet Forensics shall have no obligation to provide a substitute or rescheduled Implementation Services, and You shall not be entitled to any refund, credit, or price reduction in respect of such Implementation services.

2.2 Consulting Services – Specific Terms.

2.2.1 Consulting Services term, usage and scheduling. For Consulting Services purchased under a consulting SKU, the number of consulting hours or days specified in the applicable Quotation must be used during the Validity Period. Magnet Forensics will make suitably experienced personnel available to perform Consulting Services up to that number of hours or days during the Validity Period, subject to resource availability and this Section 2.2.1. All Consulting Services must be scheduled on dates agreed by the parties.

2.2.2 For Consulting Services designated as onsite in the applicable Quotation (Onsite Consulting Services):

2.2.2.1 each consulting SKU designated as onsite entitles You to a single onsite visit at one of Your locations (an “**Onsite Visit**”), regardless of the number of consulting hours or days included in that SKU, and the total number of Onsite Visits You may schedule during the Validity Period is equal to the number of Onsite Consulting Services SKUs purchased; and

2.2.2.2 You shall provide Magnet Forensics with no less than two (2) weeks’ prior notice of the requested onsite dates. Magnet Forensics will use reasonable efforts to accommodate the requested dates, subject to resource availability and to the readiness conditions in Section 4.1. You acknowledge that shorter notice may limit available dates and may result in onsite work being scheduled later than initially requested. If You cancel or request to reschedule an Onsite Visit with fewer than seven (7) days’ prior written notice to Magnet Forensics, the Onsite Visit shall be deemed to have been delivered in full. Magnet Forensics shall have no obligation to provide a substitute or rescheduled Onsite Visit, and You shall not be entitled to any refund, credit, or price reduction in respect of such Onsite Visit; and

2.2.2.3 each Onsite Visit may be scheduled for one or more consecutive days, up to the remaining onsite consulting hours or days available, and any unused consulting hours or days remaining after an Onsite Visit may be delivered remotely subject to Section 2.2.3 during the Validity Period. You shall provide safe site access, workspace, network access, and reasonably required personnel during each Onsite Visit; and

2.2.2.4 any Onsite Visits that are not scheduled and performed within the Validity Period will expire and shall not entitle You to any refund, credit or price reduction.

2.2.3 For Consulting Services designated as remote in the applicable Quotation (Remote Consulting Services):

2.2.3.1 You shall provide Magnet Forensics with no less than five (5) business days’ prior notice of the requested dates and estimated duration of each consulting session. Magnet Forensics will use reasonable efforts to accommodate the requested dates, subject to resource availability and the readiness conditions in Section 4.1. Requests for Remote Consulting Services with shorter notice may not be accepted, in which

case Magnet Forensics will propose the next available dates. If You cancel or request to reschedule a Remote Consulting Service session with fewer than two (2) business days' prior written notice to Magnet Forensics, or are otherwise unable to proceed on the scheduled day, the Remote Consulting Service session shall be deemed to have been delivered in full. Magnet Forensics shall have no obligation to provide a substitute or rescheduled Remote Consulting Service session, and You shall not be entitled to any refund, credit, or price reduction in respect of such Remote Consulting Service session; and

2.2.3.2 Any Remote Consulting Services hours or days that are not used within the applicable Validity Period will expire and shall not entitle You to any refund or credit.

3. Completion and Acceptance.

3.1 Magnet will provide written notice when it considers the Professional Services deliverables complete ("**Completion Notice**"). For Implementation Services, completion is deemed to have occurred upon the earlier of: (i) Magnet providing notice of completion in accordance with Section 3.2, or (ii) expiry of the Validity Period. For Consulting Services, completion is deemed to have occurred upon the earlier of: (i) delivery of the purchased consulting hours or days, or (ii) expiry of the Validity Period. Magnet may deliver the Completion Notice by email or any other written communication method the parties use for the engagement.

3.2 For Implementation Services, Professional Services will be deemed accepted and completed upon the earliest of:

3.2.1 Your written confirmation of acceptance; or

3.2.2 Your use of the applicable deliverable for production, operational, or business purposes, other than testing for acceptance; or

3.2.3 five (5) business days after Magnet issues a Completion Notice, unless You provide written notice within that period describing, in reasonable detail, any material non-conformity of the applicable deliverable with the applicable Professional Services Documentation and any agreed acceptance criteria.

3.3 If You raise a valid objection under Section 3.2.3, the parties will promptly discuss the objection and Magnet will use commercially reasonable efforts to address the identified items. Only such identified items will be treated as not accepted and all other delivered items will be deemed accepted.

4. YOUR RESPONSIBILITIES

4.1 **Pre-Implementation Readiness.** Before Magnet will perform Professional Services, You must: (a) complete all mutually agreed pre-implementation readiness activities and confirm in writing that the agreed prerequisites have been met (including prerequisites set out in the applicable Documentation), and (b) ensure that the personnel, environments and third party services required for the implementation phase will be available on the requested dates.

- 4.2 Professional Services Responsibilities.** You agree to fulfil the following responsibilities in a timely manner, and You acknowledge that failure to do so may result in Magnet Forensics rescheduling Professional Services without any extension to any associated software license term:
- 4.2.1** You shall ensure that Your installation team and other relevant personnel, including decision makers and subject matter experts, are available via phone, messaging or email and respond to Magnet Forensics in a timely manner;
 - 4.2.2** You shall cooperate with Magnet Forensics and provide all support reasonably required for Magnet Forensics to perform the Professional Services;
 - 4.2.3** You shall prepare and maintain the environments required for installation and operation of the Products and ensure that all equipment, infrastructure, networks and third party services needed to support the Products and Professional Services are ready and meet (a) Magnet Forensics' published system requirements for the relevant Products, as updated from time to time; (b) any additional written requirements provided to You by Magnet Forensics' Professional Services team based on Your intended use and deployment; and (c) any prerequisites and readiness requirements set out in any applicable Documentation provided by Magnet for the engagement;
 - 4.2.4** You shall provide all information, access and logistical support reasonably requested by Magnet Forensics so that it can perform the Professional Services;
 - 4.2.5** You shall maintain, repair, and support any third-party tools or services, including obtaining and maintaining all licenses for such third-party tools or services;
 - 4.2.6** Where a Product is hosted by Magnet Forensics in its own cloud environment, You shall be responsible for ensuring that Your users and systems can access the hosted environment at the domains notified by Magnet Forensics, including any necessary firewall, proxy, DNS and other network configuration;
 - 4.2.7** Where a Product is deployed on infrastructure that You own or control, You shall be responsible for providing and maintaining the required hardware, operating systems, storage, databases, network connectivity and domain names, and for configuring routing and access so that users and Magnet Forensics can reach the environment. You shall provide Magnet Forensics with all access, accounts and permissions reasonably required to install, configure and test the Product;
 - 4.2.8** Where a Product is deployed in a cloud environment under Your subscription, You shall be responsible for that cloud subscription, costs and configuration, for providing the required cloud services and permissions in line with Magnet Forensics' guidance, and for allowing Magnet Forensics to use its chosen deployment tooling, which may include infrastructure as code tools such as Terraform, to create and configure the necessary resources;
 - 4.2.9** Where any Product requires a separate database or supporting platform, You shall be responsible for providing, installing, licensing, securing and maintaining that database or platform in accordance with the Product documentation and any guidance from Magnet Forensics, and for ensuring that it is dedicated to the Product where required and reachable from the Product components;

- 4.2.10** Where You ask Magnet Forensics to integrate or test a Product with third party tools or systems, You shall ensure that such third party tools or systems provide suitable integration mechanisms such as APIs or command line interfaces, You shall provide Magnet Forensics with the necessary scripts, commands and configuration details to interact with them, and You shall grant Magnet Forensics access to those tools or systems for the purposes of configuration and testing; and
- 4.2.11** If You purchase Magnet Automate Enterprise and You are not using Magnet Remote Acquire to deploy the Magnet Remote Acquire Agent, You shall (a) confirm to Magnet Forensics that Your alternative deployment method can run without user interaction at the required scale; and (b) provide Magnet Forensics with the script or procedure You use to deploy and start the Magnet Remote Acquire Agent so that Magnet Forensics can validate and, where agreed, assist with that process.
- 4.3 Rescheduling and Impact of Customer Delay.** If Professional Services are rescheduled or delayed because (a) You ask to move implementation dates outside the planned implementation window, (b) You are not ready to proceed within the planned implementation window, or (c) You fail to meet Your responsibilities under this Agreement, Magnet Forensics is not required to hold any previously proposed or reserved dates. Magnet Forensics may reschedule the Professional Services based on resource availability. The new dates may fall outside the original planned implementation window. You shall pay Magnet Forensics' reasonable additional fees and costs arising from the delay or rescheduling. No such delay or rescheduling will extend the term of any Product license or any support services, including where use of a Product depends on completion of the Professional Services. No such delay or rescheduling will entitle You to any refund or credit for the Professional Services or the Product licenses.
- 4.4 Compliance.** You are responsible for: (a) maintaining the security of all user IDs, passwords, and other credentials under Your control; (b) all activities taken by Your Users and all activities occurring under credentials under Your control; (c) complying with applicable laws, including Export Control Laws, in connection with Your and Your Users' receipt of Professional Services and access to Magnet Products or related environments; and (d) promptly notifying Magnet Forensics of any unauthorized use or access of which You become aware, and taking all necessary steps to stop that unauthorized use or access. You shall provide Magnet Forensics with reasonable cooperation and assistance related to any unauthorized use or access that Magnet Forensics reasonably requests.
- 4.5 Indemnity.** You will indemnify, defend and hold harmless Magnet Forensics and its affiliates from and against all liabilities, damages and costs, including settlement costs and reasonable attorneys' fees, arising out of any third-party claim against Magnet Forensics or its affiliates that relates to any data, information or materials that You or Your Users provide, submit, upload, transmit or otherwise make available in connection with the Professional Services, Magnet Products or related environments.
- 5. INTELLECTUAL PROPERTY RIGHTS**
- 5.1 Ownership of Customer Data.** You retain all right, title and interest in and to the Customer Data. You hereby grant to Magnet Forensics a non-exclusive, royalty-free, worldwide, sublicensable license to reproduce, distribute, and otherwise use, host, and display Customer Data and perform all acts with respect to Customer Data as may be necessary for Magnet Forensics to fulfil its obligations with respect to Professional Services.

5.2 Ownership of Magnet Professional Services. Professional Services and any deliverables associated therewith do not constitute works for hire under any applicable copyright or similar laws. You do 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, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to any Products or Professional Services (or any part, underlying technology, or content thereof). Any rights not expressly granted under this Agreement are reserved.

6. GENERAL

6.1 Warranty and Disclaimer. Magnet Forensics warrants that Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. Magnet Forensics will not be responsible for any failure to perform Professional Services, provide deliverables or meet time estimates where such failure is caused by Your failure to meet Your obligations or Customer Data. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MAGNET FORENSICS MAKES AND YOU RECEIVE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

6.2 Additional Professional Services Termination Rights. In addition to Magnet Forensics' termination rights under the EULA, Magnet Forensics may suspend or terminate any Professional Services under a Quotation, in whole or in part, immediately upon written notice to You if You fail to meet Your obligations herein or provide timely access to personnel, systems, information, materials, decisions, or approvals that Magnet Forensics reasonably requires to perform the applicable Professional Services, and such failure continues for fifteen (15) days after Magnet Forensics gives written notice. Termination or suspension of any Professional Services or Quotation under this Section will not require termination of the Agreement or any license. Upon any expiration, suspension, or termination of the applicable Professional Services or Quotation, You shall pay Magnet Forensics for all Professional Services performed and all reasonable non-cancellable costs and commitments incurred by Magnet Forensics through the effective date of the expiration, suspension, or termination.

6.3 Insurance. Magnet Forensics shall at all times during the term of any Professional Services under a Quotation maintain adequate insurance for its activities in relation to such Professional Services as common in the industry, including a minimum of not less than two million United States dollars (\$2,000,000 USD) for Commercial General Liability.

END OF AGREEMENT