TRAINING ADDENDUM

This Training Addendum (the "**Addendum**") is a legal agreement between You and Magnet Forensics with respect to Your access to and use of Training (defined below) and is incorporated into and forms part of the Magnet Forensics End User License Agreement located at www.magnetforensics.com/legal or such other agreement You have entered into with Magnet Forensics that governs Your use of Magnet Forensics Product identified in the Quotation (the "EULA" and, together with this Addendum, the "Agreement"). If there is a conflict between this Addendum and the EULA with respect to Training, this Addendum will control to the extent of the conflict. UNLESS YOU HAVE AN EXISTING AGREEMENT WITH MAGNET FORENSICS WHICH SPECIFICALLY GOVERNS YOUR ACCESS TO AND USE OF THE TRAINING IDENTIFIED IN THE QUOTATION, THEN BY EITHER (A) SUBMITTING AN ORDER FOR THE TRAINING 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 OR ACCESSING TRAINING, OR (D) USING THE TRAINING, 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 ADDENDUM TO THE EXCLUSION OF ANY OTHER TERMS CONTAINED IN A PURCHASE ORDER OR ACKNOWLEDGEMENT OF ANY KIND TO THE QUOTATION BY YOU.

"Custom Training"	Private Training with modules customized to Your requirements.
"**End User License Agreement**" or "**EULA**"	Magnet Forensics End User License Agreement or such other agreement You have entered into with Magnet Forensics that governs the Product identified in the Quotation.
"Private Training"	Training Course in the form of Customer Hosted Courses or virtual instructor-led courses provided exclusively to a specific organization.
"Training Courses"	(a) in-person instructor-led digital forensics training courses, (b) virtual instructor-led courses, and (c) online self-paced digital forensics training courses. Magnet Forensics' Training Course catalog is available at https://training.magnetforensics.com/w/courses/
"Training"	Training Annual Pass, Training Annual Course Bundle, Training Voucher, Training Courses, Custom Training, and Private Training
"Training Annual Pass" or **"TAP"**	permits one (1) user to: (a) attend any Magnet Forensics Hosted Course at any location; and (b) attend any virtual instructor-led or online self-paced Training Course.
"Training Annual Course Bundle"	permits one (1) user to attend pre-selected courses. The user may select either (i) up to five (5) of these pre-selected courses, or (ii) up to four (4) pre-selected courses and one (1) course from any other virtual instructor-led course listing or online self-paced digital forensics training course listing.
"Training Voucher"	permits one (1) user to attend the corresponding Magnet Forensics Hosted Course.

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

1. **Training.** All Training is non-cancelable, non-transferable, and non-refundable except as otherwise expressly stated in this Addendum. Users of any Training shall not share Training Materials with others. The following additional terms apply:

1.1 Training Annual Pass. TAPs may be extended by purchasing an extension during the original contract period; the extension is non-transferable and may only be used by the original holder identified at the

time of initial purchase. The Training Annual Pass may be transferred once upon Magnet Forensics' approval, within the original 12-month contract term and upon payment of the applicable transfer fee; the transferee will inherit the remaining term of the original contract, and no further transfers will be permitted. Magnet Forensics reserves the right to modify, suspend, or discontinue training courses included in the TAP at any time, without prior notice. Such modifications may include, but are not limited to, changes in course availability, delivery methods, and scheduling. Any such modification, suspension or discontinuation is without any refund or reimbursement. Magnet Forensics shall not be held liable for any inconvenience or disruption caused by such changes; and

1.2 Training Annual Course Bundle. The Training Annual Course Bundle may be transferred one time upon Magnet Forensics' approval, within the original 12-month contract term and upon payment of the applicable transfer fee; the transferee will inherit the remaining term of the original contract and unused courses only, and no further transfers will be permitted; and

1.3 Expiration. All Training must be used or completed within twelve (12) months from the applicable invoice date, unless otherwise stated in the Quotation. At the end of the twelve (12) month period, any unused or incomplete Training will expire and (a) any fees paid in advance for that Training will be forfeited, and (b) any outstanding fees for that Training will become immediately due and payable and Magnet Forensics may invoice You for those fees; and

1.4 Your Expenses. You are responsible for making all arrangements for and paying the costs of travel, accommodation, and meals in connection with attending Training Courses.

2. Logistics. Magnet Forensics Training Courses are delivered in the following venues:

2.1. Magnet Forensics Hosted Courses**.** Magnet Forensics has a full schedule of Training Courses for participants to attend at our Training facilities in Herndon, Virginia, USA and select locations globally.

2.2. Customer Hosted Courses. Training Courses can be scheduled at Your premises (subject to minimum participant/duration requirements). For Training Courses hosted at Your premises, You shall provide Magnet Forensics access to adequate training room(s), facilities and other necessary resources, including, but not limited to, whiteboard/overhead projector with markers of various colours, video-projector, flip charts, etc. You shall reimburse Magnet Forensics for reasonable travel, accommodation and meal expenses incurred by Magnet Forensics to attend the Training Course at Your premises.

2.3. Magnet Forensics Training Portal. Magnet Forensics offers Training Courses via its online platform ("**Training Portal**").

2.3.1 Use of Training Portal. By accessing the Training Portal, You expressly acknowledge and agree to the terms of this Agreement, our Personal Data Protection Policy (available at: https://www.magnetforensics.com/legal) and all other applicable policies and notices, as made available to You from time to time. When You are setting up Your Training Portal account, You must give us accurate and complete information. You are solely responsible for the activity that occurs in Your Training Portal account, and You must keep Your account password secure.

2.3.2 Training Portal License. Magnet Forensics hereby grants You a non-exclusive, non-transferable, revocable right to access and use the Training Portal for the sole purpose of obtaining Training from Magnet Forensics and solely in accordance with this Agreement. You agree not to, and shall not permit any third party to: (i) access any part of the Training Portal without Magnet Forensics' consent, (ii) modify, translate, transfer (by sale, resale, license, sublicense, download or otherwise), reverse engineer, decompile, disassemble, create

derivative works of or copy any part of the Training Portal or otherwise seek to obtain or use the source code or non-public APIs of any part of the Training Portal, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Magnet Forensics), (iii) remove, alter or obscure any proprietary notices, labels or marks on any component or portion of the Training Portal, (iv) market, sell, resell, rent, reproduce, display, distribute or lease any part of the Training Portal, (v) interfere with or disrupt the integrity or performance of any part of the Training Portal, (vi) use any part of the Training Portal for the benefit of any third party, (vii) attempt to gain unauthorized access to any part of the Training Portal, or its related systems or networks, (viii) breach any applicable local, national or international law, rule or regulation, or (ix) transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. In addition, You may not access any part of the Training Portal for purposes of (i) building a competitive product or service, (ii) copying any features, functions or graphics of, or data or information in, the Training Portal, and/or (iii) monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. This license to access and use the Training Portal shall remain in effect until You have completed Your Training Courses.

2.3.3 Technical Requirements. You must have required equipment, software, and internet access to be able to use the Training Portal. Acquiring, installing, maintaining, and operating equipment and internet access is solely Your responsibility. Magnet Forensics neither represents nor warrants that the Training Portal will be accessible through all web browser releases or all versions of tablets, smartphones, or other computing devices.

3. Changes.

3.1. Format/Rescheduling/Cancellation by Magnet Forensics. Magnet Forensics endeavors to offer Training in a variety of formats including online self-paced, virtual instructor-led and in-person instructor-led. Magnet Forensics cannot guarantee that all Training Courses will be offered in all formats. Magnet Forensics may change the format of, reschedule or cancel a scheduled Training Course and will provide reasonable advance notice where practicable. If Magnet Forensics cancels a scheduled Training Course or materially changes its format, You may register in another available scheduled Training Course or receive a credit to register in a future Training Course of Your choice. All such credits are valid for a period of twelve (12) months from the date of issue. **The foregoing options are Your sole and exclusive remedies for any such cancellation, rescheduling or change in format.**

3.2. Updates to Training Course Catalog. Magnet Forensics offers a comprehensive catalog of digital forensics Training Courses providing the opportunity for participants of all levels of experience to train for examinations involving multiple technology platforms including, but not limited to, smartphone, computer, IoT, and cloud applications. Technology is constantly changing and so too are the digital forensics tools, techniques and workflows to support identifying, analyzing, and reporting digital evidence. Accordingly, Magnet Forensics reserves the right to add, remove or modify Training Courses from time to time without further notice.

3.3. Cancellation by You. You may cancel or reschedule Your purchased in-person Training Course(s) or Custom Training without an additional cancellation or rescheduling fee if written notice is received twenty-one (21) days or more prior to the date of the Training Course or Custom Training; however, fees paid remain non-refundable and may be applied only to rescheduled Training. No rescheduling shall be permitted on less than twenty-one (21) days' written notice, which shall constitute a cancellation without a refund or credit. Your written rescheduling or cancellation notice must be emailed to training@magnetforensics.com.

4. Training Materials.

4.1. Training Materials. As part of a Training Course, You may be provided access to training materials developed or made available by Magnet Forensics, including without limitation: (a) Magnet Forensics software and product documentation, (b) training course catalogs, (c) training course materials, (d) instructional display materials, and (e) authorized MCFE practice or examination materials made available to You by Magnet Forensics ("**Training Materials**"). Training Portal account credentials may be used only by the individual to whom they are issued.

4.2. Ownership of Training Materials. Magnet Forensics shall retain the ownership of, copyright in, and all intellectual property rights in and to the Training Materials, in whatever form and media, and all parts thereof.

4.3. License to Materials. Magnet Forensics hereby grants You a non-exclusive, non-transferable, revocable right and license to access and use the Training Materials for the sole purpose of obtaining Training from Magnet Forensics. You shall not enhance, alter, reproduce or produce derivative works of the Training Materials, nor transfer, assign, or otherwise share the Training Materials with any third party. You further agree not to use any artificial intelligence or automated tool to analyze, summarize, modify, or generate derivative content based on the Training Materials.

4.4. Confidentiality of Training Materials. The Training Materials are confidential information of Magnet Forensics, and You shall keep the Training Materials confidential in accordance with Section 6 of the EULA and shall not disclose or use the Training Materials except as expressly permitted by this Agreement.

5. Magnet Forensics Certified Forensics Examiner ("MCFE"). Magnet Forensics offers an MCFE certification as evidence of competence with Magnet Forensics' products. Currently, MCFE certification exams are at no additional cost to You so long as You have completed the prerequisite Training Courses. Information on the prerequisite courses is available at https://www.magnetforensics.com/certifications/. Magnet Forensics reserves the right to make changes to the prerequisites and the questions/length/format/costs of the MCFE certification exam.

6. Training Warranty.

6.1. Training Warranty. Magnet Forensics' Training is provided in accordance with the terms of this Agreement by skilled instructors in a professional manner consistent with generally accepted industry practices. You must notify Magnet Forensics within fifteen (15) days of attending a Training Course of any warranty deficiency ("**Warranty Period**"). Your sole and exclusive remedy for a breach of the aforementioned warranty is for Magnet Forensics to permit You to attend a replacement Training Course.

6.2. CPE. Magnet Forensics instructor-led Training Courses (in-person or virtual) can be counted for up to 32 continuing professional education ("**CPE**") credits through the National Registry of CPE Sponsors program offered by the National Association of State Boards of Accountancy ("**NASBA**"). Magnet Forensics is not liable for any changes to credit recognition through NASBA. Magnet Forensics' self-paced online Training Courses cannot be used for CPE credits.

6.3. LIMITATION. OTHER THAN AS OTHERWISE PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGNET FORENSICS MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO TRAINING OR ANY OTHER SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS

DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAGNET FORENSICS, ITS DISTRIBUTORS, AGENTS, DIRECTORS, OFFICERS, OR EMPLOYEES (COLLECTIVELY, "**AGENTS**") SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

7. **Audit.** Magnet Forensics reserves the right to investigate suspected violations of this Agreement. Magnet Forensics may audit Your compliance with this Agreement no more than once annually, unless Magnet Forensics reasonably suspects noncompliance, in accordance with Magnet Forensics' standard procedures, which may include an on-site or remote audit or a senior official certification, including, without limitation, TAP usage, use of the Training Portal, and use of Training Materials. You shall co-operate reasonably in the conduct of such audits. If an audit reveals that: (i) You underpaid for Training; and/or (ii) You used Training in excess of the quantities or levels stated in the applicable invoice(s), You shall pay on demand the applicable fees for such excess usage based on Magnet Forensics' then-current prices in effect at the time of the audit. If the audit reveals an underpayment or excess usage of five percent (5%) or more, You shall also reimburse Magnet Forensics for its reasonable costs of the audit. The above-described actions are not Magnet Forensics' exclusive remedies and Magnet Forensics may take any other legal, equitable or technical action it deems appropriate in the circumstances.

8. **Force Majeure.** Without limiting the force majeure provisions of this Agreement, You acknowledge and agree that for in-person Training Courses scheduled at Your premises, if travel to Your location would be contrary to advisories issued by governmental authorities, Magnet Forensics may temporarily suspend or reschedule the in-person Training Courses.

[END OF ADDENDUM]