

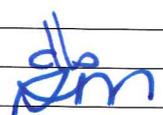
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Magnet Forensics End-User License Agreement

_____ Briefing
 _____ Proposed Action
 _____ Consent
 Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing

COUNCIL BILL # _____
 Originating Department Finance/Purchasing
 Contact Person Clark Langstraat
 Phone Number 425-257-8901
 FOR AGENDA OF November 9, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Estimate & End-User License Agreement	<u>Department(s) Approval</u> Police, Finance/Purchasing
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Amount Budgeted	\$2,593.50	
Expenditure Required	\$2,593.50	Account Number(s): 156 5660000310
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Police Department needs to purchase a new license for Internet Evidence Finder digital forensics software. The Software allows forensics to recover digital evidence from computers, smartphones and tablets. The End-User License Agreement contains indemnification and hold harmless language.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to Sign This and Subsequent Magnet Forensics Estimates Accepting Their End-User License Agreement in the amount of \$2,593.50.



Magnet Forensics USA, Inc.
 13800 Coppermine Road, Suite 314
 Herndon, VA
 20171

DUNS: 080001807
 Cage Code: 7K9J2
 Phone Number: [+1 \(844\) 638-7884](tel:+18446387884)

BRING THE TRUTH TO LIGHT.

Quote Number	00026282	Created Date	29-SEP-2016
		Expiration Date	28-OCT-2016
Prepared By:	Brandon Goerz	Contact Name	Steve Paxton
Email:	brandon.goerz@magnetforensics.com	Phone	(425) 257-8421
		Email	spaxton@everettwa.gov
Bill To Name	Everett Police	Ship To Name	Everett Police
Bill To	3002 Wetmore Avenue Everett, WA 98201 United States	Ship To	3002 Wetmore Avenue Everett, WA 98201 United States
		End User	Steve Paxton
		End User Email	spaxton@everettwa.gov

Quote Line Items (* Prices are based on Annual Terms)

Product	Product Code	Selling Price	Quantity	Total Price
Magnet IEF PC Bundle	1B002	USD 1,750.00	1.00	USD 1,750.00
SMS Magnet IEF PC Bundle	2B002	USD 625.00	1.00	USD 625.00
		Total Price		USD 2,375.00
		Shipping and Handling		USD 0.00
		Tax		USD 0.00
		Grand Total		USD 2,375.00

Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote.

Agreement

By signing this quotation, you agree to the terms and conditions set forth in Magnet Forensics' End User License Agreement (EULA), which can be reviewed at www.magnetforensics.com/legal.

Customer Signature: _____

Date Signed: _____

END-USER LICENSE AGREEMENT

This Agreement is a legal agreement between you and Magnet Forensics respecting your use of the accompanying Software provided to you by Magnet Forensics. BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON WHEN DOWNLOADING THE SOFTWARE, OR BY USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. If you do not agree with the terms of this Agreement, return the Software within ten (10) days of your purchase to Magnet Forensics or the Magnet Forensics authorised reseller from which you bought the Software and present your receipt of purchase for a full refund.

This Agreement may be amended upon mutual agreement by the parties, but your additional or different terms and conditions, whether on your purchase order or otherwise, shall not apply. Authorised resellers of Magnet Forensics are not authorised to amend this Agreement, or to make any additional representations, commitments, or warranties binding on Magnet Forensics, other than in writing signed by an officer of Magnet Forensics. Except to the extent Magnet Forensics is expressly precluded by applicable law, Magnet Forensics reserves the right to make changes to this Agreement and by indicating your acceptance to the amended agreement by clicking on the appropriate button, you accept the new agreement. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. BY INDICATING YOUR ACCEPTANCE TO THIS AGREEMENT, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES ANY PREVIOUSLY EXISTING MAGNET FORENSICS USER AGREEMENT.

If you have any questions or concerns about the terms of this Agreement, please contact us at legal@magnetforensics.com.

1. Definitions

1.1 "Agreement" means this Magnet Forensics User Agreement and, if applicable, any relevant invoices applicable to your purchase of the Software and anything incorporated into this Agreement by reference.

1.2 "Feedback" has the meaning set out in Section 2.12.

1.3 "Magnet Forensics", "we", and "us" have the meaning set out in Section 12.1.

1.4 "Software" means all components of this 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. Software shall include Magnet IEF, Magnet Axiom and the software embedded on a dongle, USB thumb drive, or other media that is a license key to validate authorised use of the Software by a User.

1.5 “Third Party Files” has the meaning set out in Section 2.13.

1.6 “User” means a single individual user of the Software in whole or in part (including any functionality within the Software) with his/her own license key to validate authorised use of the Software and who uses the Software in the regular course of his/her business or for personal use, in accordance with the Software user documentation, and not for the purposes of development for commercial resale or further distribution of the Software, including without limitation by resale or sublicensing, or for the purposes of providing services to third parties using the Software.

1.7 “You”, “you”, and “your” means: (i) you as an individual if you are using the Software in your own personal capacity; or (ii) if you are using the Software on behalf of a company or other entity, you and the entity for whose benefit you are using the Software.

2. License Grant

2.1 Magnet Forensics hereby grants to you a personal, non-exclusive, revocable, non-transferable license to use the Software on the computer(s) used by a single individual, solely as a User for the purposes and in accordance with the terms set forth in this Agreement and the user documentation accompanying the Software. If you wish to offer or provide access to or use of the Software, in whole or in part (including any functionality within the Software), to other persons or third parties, such persons or third parties must pay the applicable license fees, if any, to Magnet Forensics or a Magnet Forensics’ authorised reseller and agree to this Agreement to be a User. Notwithstanding the foregoing, you may provide access to or use of the “Portable Case” functionality within the Software to other persons or third parties provided: (a) only one instance of the “Portable Case” functionality within the Software is in use at any time by any such other persons or third parties; and (b) such persons or third parties must pay the applicable license fees, if any, to Magnet Forensics or a Magnet Forensics’ authorised reseller and agree to this Agreement to be a User. You recognize the importance of Magnet Forensics maintaining its proprietary rights over the Software and of avoiding improper use of the Software as defined by this Agreement. You do not have the right to obtain or use source code of the Software. If you are acquiring the Software on a subscription basis or as part of a free trial, then the license rights set out in this Section 2.1 apply only for the time period for which you have paid the requisite subscription fees or for the time period authorised by Magnet Forensics or its authorised resellers, as the case may be.

2.2 Beta Products. If the Software is identified as pre-commercial, evaluation, pilot, “alpha”, or “beta” software (“Beta Software”), the license rights set out above with respect to your use of such Beta Software apply only for the time period authorised by Magnet Forensics (“Beta Period”) and solely to the extent necessary to enable you and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. Such license will automatically terminate upon the expiration of the Beta Period, which period may be extended or terminated by Magnet Forensics at any time, in its sole discretion, but, unless you are in breach of this Agreement, Magnet Forensics will, if feasible, use commercially reasonable efforts to provide you with prior notice of any change to the duration of the Beta Period. Notwithstanding the Beta Period, you acknowledge and agree that Magnet Forensics may include technical measures in the Beta Software that renders it inoperable after a specified period of time and you agree that you will not circumvent such technical measures, nor attempt to do so. In consideration of the grant of license to the Beta Software, you agree that you will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation or reimbursement of any kind from Magnet Forensics, and that Section 2.13 below will apply to such Feedback.

2.3 You shall not and shall ensure that Users shall not:

- a. copy, reproduce, or modify the Software or any part thereof including the software that is provided as a license key to validate authorised use of the Software by a User;
- b. enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof including the software that is provided as a license key to validate authorised use of the Software by a User;
- c. distribute, lend, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party on a temporary or permanent basis;
- d. remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software (including without limitation any copyright notice);
- e. copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by Magnet Forensics;
- f. use the Software to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of your commercial gain (which includes any monetary consideration or other compensation);
- g. use the Software in any unlawful manner; or
- h. authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in (a) – (g) above, or attempting to do so. For the purposes of this provision “copy” or “reproduce” shall: (i) not include: (A) making additional copies of the Software for your own use, as long as only one copy may be used at any one time and used in accordance with and for the purposes described in the user documentation; or (B) making one back-up copy of the software licensed hereunder, provided that such copy is not used simultaneously or concurrently with the original software; and (ii) include, without limitation, pre-installing the Software or any part thereof on any computers used by other persons or third parties.

2.4 You acknowledge that use of the Software may result in your collection of information obtained from third parties, that such third party information is not under the control of Magnet Forensics, and Magnet Forensics is not responsible or in any way liable for the performance and non-performance of the Software to collect such third party information, including without limitation the accuracy, completeness, interpretation, reliability, copyright compliance, legality, decency, or any other aspect of such third party information. It is solely your responsibility to evaluate the accuracy, completeness, interpretation, and usefulness of the collection of any such third party information. Magnet Forensics has no special relationship with or fiduciary duty to you, and you acknowledge that Magnet Forensics has no control over, and no duty to take any action regarding any of your acts or omissions, including without limitation: (a) what information and material you access through the Software; (b) how you may interpret or use the information and materials accessed through the Software; or (c) what actions you may take as a result of having been exposed to information and materials obtained through the Software. You therefore agree to indemnify, defend and hold Magnet Forensics harmless from any and all claims that arise as a result of your use of the Software, including without limitation claims arising from your non-compliance with applicable privacy or other legislation, and claims by third parties relating to their rights in the information and materials accessed by you.

2.5 You specifically acknowledge that the Software is not developed, or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous, time-sensitive or mission critical applications. You agree that Magnet Forensics shall not be liable for any claims or damages arising from such use if you use the Software for such applications. You agree to hold Magnet Forensics harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Software for such applications.

2.6 By entering into this Agreement with Magnet Forensics, you are representing and warranting that you have the legal right to obtain the Software from Magnet Forensics and to use it in the jurisdiction in which you are located, and that your payment for and use of the Software does and will not cause Magnet Forensics to be in breach of any applicable laws or regulations.

2.7 You must ensure that all your employees and contractors that use the Software comply with the terms and conditions of this Agreement (including the payment of the applicable license fees to Magnet Forensics or a Magnet Forensics' authorised reseller) to be a User, and you shall be vicariously liable for the acts or omissions of such employees and contractors with respect to their use of the Software.

2.8 Magnet Forensics may impose certain restrictions on your use of the Software, such as restrictions on site, equipment and usage (including usage of features of the Software), by providing you with such restrictions in writing at the time the Software is provided. Such restrictions are binding upon you, and are hereby incorporated herein by this reference.

2.9 All upgrades and updates to the Software that are provided to you by Magnet Forensics pursuant to a separate support and maintenance agreement shall also be considered Software hereunder, subject to all terms, conditions and restrictions contained herein or shall be subject to the terms and conditions of such agreement, if any, which accompanies such upgrades or updates.

2.10 In order to use the Software, you:

- i. must provide and maintain with Magnet Forensics up-to-date, complete and accurate registration information, including your first and last name, your valid mailing address, your phone number and your valid email address;
- j. consent that the personal data will be collected, used, disclosed, and processed in accordance with Magnet Forensics' Privacy Policy and, if you are using the Software on behalf of a company or other entity, you represent, warrant and undertake that you have obtained all requisite consents from the relevant individuals prior to the transfer of any personal data to Magnet Forensics; and
- k. must be at all times in compliance with the terms and conditions of this Agreement and applicable law.

2.11 Magnet Forensics reserves the right to change, suspend, end-of-life or otherwise discontinue any version of the Software at any time, including the availability of any feature or content, or any promotion offered by Magnet Forensics. Magnet Forensics further reserves the right to change its standard pricing for its software, including the Software at any time.

2.12 Magnet Forensics welcomes your feedback regarding the Software (including Beta Software), but we cannot receive feedback unless we are able to freely use the feedback to improve the Software. Therefore, unless we otherwise agree with you in writing, you hereby agree that: (a) we own all feedback, comments, suggestions for improvement, ideas, concepts and changes that you provide to us or identify in the course of your use of the Software, and all associated intellectual property rights (collectively the "Feedback"); and (b) you hereby assign to us all of your right, title and interest in your Feedback. You will not knowingly provide us any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with us with respect to signing further documents and doing such other acts as are reasonably requested by us to confirm that we own the Feedback and to enable us to register and/or protect any associated intellectual property rights and/or confidential information.

2.13 You and/or a third party may define the structure of artifacts in a XML file ("Third Party Files") that the Software scans subject to the terms of this Agreement. Your use of any Third Party File is at your risk. Third Party Files may contain malicious code or viruses. We recommend you trust the source of Third Party Files and scan them for viruses.

3. Fees and Taxes

3.1 Your use of the Software is conditional upon your payment to Magnet Forensics of all applicable license fees for the Software and your Users of the Software. If you fail to pay any amount due under this Agreement within ten (10) days of such payment becoming due and payable, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment, and Magnet Forensics shall also be entitled to terminate your license and any Users' license to use the Software. You shall also be responsible for paying for all reasonable fees and costs incurred by Magnet Forensics, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.

3.2 You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of Magnet Forensics. Unless otherwise indicated, all amounts payable by you under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software, the execution of this Agreement or otherwise. If you are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.

4. Support

4.1 This license does not imply any rights to future upgrades or updates of the Software. However, if Magnet Forensics does provide you with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates. For greater certainty, you must specifically purchase support from Magnet Forensics in order to obtain upgrades or updates to the Software or any support for the Software (telephonic or otherwise) beyond Magnet Forensics' warranty obligations set forth herein, and all such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/>. If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its

service providers may be recorded or logged for training, quality assurance, customer service and reference purposes.

4.2 Magnet Forensics shall not be responsible for the installation or integration of the Software with any hardware or software whatsoever, whether belonging to you or any third party. In no event shall Magnet Forensics be obligated to customize or otherwise modify the Software to meet your requirements or those of any third party.

5. Intellectual Property Rights and Confidentiality

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6. Warranties

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6.3 To the limited extent that Magnet Forensics is not able to disclaim any warranty respecting the Software, any implied or imposed warranty respecting the Software shall nevertheless not apply to defects, non-conformities or problems resulting from: (a) improper or inadequate maintenance or installation of the Software; (b) use of the Software in combination with software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics; (c) unauthorized or improper use or modification of the Software, including use that is not contemplated under the terms of this Agreement or the user documentation accompanying the Software; (d) abuse, negligence, accident, or other damage from external sources (e) improper preparation of your facilities for Software installation and use; or (f) unauthorized maintenance or repair of the Software.

7. Limitation of Liability

7.1 In no event will Magnet Forensics be liable under this Agreement for any damages other than your direct damages to the extent arising from Magnet Forensics' gross negligence or willful misconduct, and in no event shall Magnet Forensics' aggregate liability exceed the amounts paid by you to Magnet Forensics for the Software.

7.2 EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET FORENSICS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, DATA, USE OR OPPORTUNITY, THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, THE PERFORMANCE AND NON-PERFORMANCE OF THE SOFTWARE, AND ANY BUGS OR DAMAGES CAUSED BY THIRD PARTY FILES, INCLUDING IF THE THIRD PARTY FILES CONTAIN MALICIOUS CODE AND/OR VIRUSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT MAGNET FORENSICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGNET FORENSICS SHALL ONLY BE LIABLE TO YOU AS EXPRESSLY SET

FORTH IN THIS AGREEMENT, AND SHALL HAVE NO OTHER OBLIGATION, DUTY OR LIABILITY TO YOU.

7.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY YOU, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY.

7.4 IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, AUTHORISED RESELLER, SUPPLIER, SERVICE PROVIDER, OR INDEPENDENT CONTRACTOR OF MAGNET FORENSICS OR ANY AFFILIATES OF MAGNET FORENSICS HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

7.5 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

8. Indemnification

8.1 You must defend, indemnify and hold Magnet Forensics, its affiliates, subsidiaries, agents, successors, assigns, resellers, and service providers, and their respective officers, directors, employees, and independent contractors harmless with respect to amounts required to be paid to a third party, and all costs, expenses, and liability, including without limitation legal fees, arising from: (a) a claim of infringement of any intellectual property or proprietary right arising from your combination or use of the Software with equipment, software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics, (b) a claim respecting any injury, death or damages in connection with your use or misuse of the Software, (c) any third party claim arising from your use of the Software or any portion thereof (other than claims that arise solely from the use of the Software strictly in accordance with this Agreement and the user documentation specifically pertaining to the use of the Software), and (d) any third party claim arising out of your material breach of this Agreement. Magnet Forensics reserves the right, at your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Magnet Forensics, at your expense, in asserting any available defences.

9. Term and Termination

9.1 Your license to use the Software in accordance with Section 2 herein shall continue until and unless this Agreement is terminated pursuant to this Section 9.

9.2 You may terminate this Agreement at any time upon notice to Magnet Forensics but you will not be entitled to any refund.

9.3 Magnet Forensics may terminate this Agreement immediately upon notice to you if: (a) you materially breach, fail to comply with, or otherwise contravene a term or condition of this

Agreement; (b) you materially breach any other agreement that you may have with Magnet Forensics; or (c) you become involved in any legal proceeding concerning your solvency, commence liquidation proceedings, have a receiver or administrator appointed of any of your assets, cease or threaten to cease operations, or otherwise have a serious and reasonable doubt arise respecting your solvency. Magnet Forensics may also terminate this Agreement upon thirty (30) days' written notice in the event that any breach by you (including with respect to payment for any support and maintenance for the Software) occurs three (3) or more times in a twelve (12) month period, regardless of whether such breach is cured in each instance, or upon ninety (90) days' written notice in the event that Magnet Forensics decides, in its sole discretion, to end-of-life the Software. Additionally, Magnet Forensics may terminate this Agreement if required to do so by any law, regulation, requirement or ruling issued in any form whatsoever by any judicial or other governmental body.

9.4 Upon expiration or termination of this Agreement, or if your subscription or a free trial for the Software expires, or the Beta Period for the Beta Software expires or is terminated, you will immediately cease all use of the Software and destroy and/or permanently delete all copies of the Software in your possession, and any payments that are then due to Magnet Forensics become immediately payable in full.

9.5 Magnet Forensics reserves the right to investigate suspected violations of this Agreement. Magnet Forensics shall be permitted to audit (at least once annually and in accordance with Magnet Forensics standard procedures, which may include on-site and/or remote audit) the usage of the Software. You shall co-operate reasonably in the conduct of such audits. In the event an audit reveals that: (i) you underpaid license fees and/or support and maintenance fees to Magnet Forensics; and/or (ii) that you have used the Software in excess of the license quantities or levels stated in the applicable invoice(s), you shall pay such underpaid fees and/or for such excess usage based on Magnet Forensics' then current prices in effect at the time of the audit and included in an invoice provided to you by Magnet Forensics. Magnet Forensics reserves all rights at law and equity with respect to both your underpayment of license fees and/or support and maintenance fees and usage in excess of the license quantities or levels. You hereby authorize Magnet Forensics to cooperate with law enforcement authorities in the investigation of suspected criminal violations.

9.6 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. Magnet Forensics will not be liable for any damage caused by the termination of this Agreement.

10. Injunctive Relief

10.1 You agree that Magnet Forensics has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding: (i) amounts owed by you to Magnet Forensics in connection with your use of the Software; (ii) your violation or threatened violation of the sections of this Agreement entitled License Grant (Section 2), Intellectual Property Rights and Confidentiality (Section 5), Term and Termination (Section 9), and Compliance With Laws/Export (Section 11).

Should you become aware of any activities by any third party contrary to these terms and conditions, you will promptly notify Magnet Forensics and shall reasonably assist Magnet Forensics to enforce its rights against such third party.

11. Compliance with Laws/Export

11.1 In using the Software, you will observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, of any country having jurisdiction over the Software or any part thereof.

11.2 You will not use, import, export, or re-export the Software except in compliance with all applicable laws, which shall include refraining from exporting to any person or country that is on any U.S. or Canadian export control list unless you have a valid and applicable permit to do so. You agree to indemnify Magnet Forensics from any loss, claims, liability or damages arising out of your failure to comply with such laws. You hereby represent that you will not use the Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity.

11.3 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive. Contractor or Manufacturer is Magnet Forensics Inc.

12. Magnet Forensics Entity, Governing Law and Dispute Resolution

12.1 "Magnet Forensics", "we", and "us" means:

- a. Where your primary address is anywhere other than in the U.S., Magnet Forensics Inc., with an office at 156 Columbia Street West, Unit #2, Waterloo, Ontario, Canada N2L 3L3.
- b. Where your primary address is in the U.S. (including its territories, protectorates or overseas regions), Magnet Forensics USA, Inc., with an office at 13800 Coppermine Road, Suite 314, Herndon, Virginia, U.S. 20171.

12.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Ontario, Canada, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in your jurisdiction will not permit you to consent to the jurisdiction and venue of Ontario, Canada, then your local jurisdiction and venue will apply to any disputes or claims arising out of or related to

this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.3 Subject to the terms of this Agreement, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, except to the extent specifically prohibited by applicable law in your jurisdiction, shall be settled by final and binding arbitration which will be held in accordance with the rules of arbitration of the Arbitration Act, 1991 (Ontario) and conducted in Toronto, Ontario. The arbitration shall be heard by one arbitrator appointed in accordance with the applicable rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. General Provisions

13.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on your purchase order or otherwise, shall not apply. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

13.2 Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party hereunder.

13.3 No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.

13.4 Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier or facsimile, delivered in electronic form in accordance with Section 13.7 herein.

13.5 We may assign this Agreement without prior notice to you. You shall not assign or transfer (including by operation of law) this Agreement without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void.

13.6 Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

13.7 You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.8 If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

13.9 It is the express will of the parties that this Agreement and all related documents have been drawn up in English. Where your primary address is in Québec, then it is the express will of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Unless, and only to the extent, prohibited by law in your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.

13.10 If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement and download, install or use the Software. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to offer or use software for internet communication, you may not enter into this Agreement and you may not download, install or use the Software. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction that your use of the Software is allowed.

13.11 Magnet Forensics reserves the right to make announcements, press releases, publications, presentations and other public statements that reference your identity as a customer, without your prior written approval, provided that Magnet Forensics does not disclose your confidential information in the course of such publicity or misrepresent your relationship with Magnet Forensics.

13.12 Magnet Forensics' affiliates, and Magnet Forensics and our affiliates' respective directors, officers, and employees are intended third party beneficiaries for the purpose of Section 2.4, Section 5.1, Section 6 ("Warranties"), Section 7, ("Limitation of Liability"), Section 8 ("Indemnification"), and Section 11.2 as if each was a party to this Agreement, in accordance with this Section and any applicable laws or regulations in your jurisdiction. Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under this Agreement.

14. Contact

14.1 If you have any questions regarding this Agreement, or if you have any questions, complaints, claims or other legal concerns relating to Magnet Forensics or its business, please contact Magnet Forensics at:

Magnet Forensics Inc.
156 Columbia Street West, Unit #2
Waterloo, Ontario
N2L 3L3
Canada
Phone: +1 (844) 638-7884
Email: legal@magnetforensics.com

15. Jurisdiction and Specific Terms

15.1 Where your primary address is in Europe (including Greenland), the Middle East, or Africa, then the following amendments apply to this Agreement:

a. Section 2.3(b) is deleted in its entirety and replaced with the following:

(b) except to the extent that Magnet Forensics is expressly precluded by law from prohibiting these activities, enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof including the software that is provided as a license key to validate authorised use of the Software by a User and provided that the information obtained by you during such activities:

- a. is used only for the purpose of achieving interoperability of the Software or any part thereof with another software program;
 - b. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - c. is not used to create any software which is substantially similar to the Software;
- b. The first sentence of Section 12.2 is deleted in its entirety and replaced with the following:

12.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of England. ...

c. The last sentence of Section 13.12 is deleted in its entirety and replaced with the following:

... Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind, or agree to any variation, waiver, or settlement under this Agreement are not subject to the consent of any other person.

15.2 Where your primary address is in the U.S., then the following amendments apply to this Agreement:

d. Section 12.2 is deleted in its entirety and replaced with the following:

12.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of New York, U.S., excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in your jurisdiction will not permit you to consent to the jurisdiction and venue of federal and state courts located in New York, New York, U.S., then your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- e. Section 12.3 is deleted in its entirety and replaced with the following:

12.3 Excluding claims for injunctive or other equitable relief, for claims related to the Software, any dispute or controversy arising out of or relating to this Agreement, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Agreement shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York, New York or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The decision of the arbitrator will be final and binding on the parties. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15.3 Where your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), then the following amendments apply to this Agreement:

- f. Section 12.2 is deleted in its entirety and replaced with the following:

12.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Singapore, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by

jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in your jurisdiction will not permit you to consent to the jurisdiction and venue of Singapore, then your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- g. Section 12.3 is deleted in its entirety and replaced with the following:

12.3 Subject to the terms of this Agreement, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, except to the extent specifically prohibited by applicable law in your jurisdiction, shall be settled by final and binding arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, and conducted in Singapore. The arbitration shall be heard by one arbitrator appointed in accordance with the SIAC Rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- h. The last sentence of Section 13.12 is deleted in its entirety and replaced with the following:

... Except as otherwise specifically stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act.

15.4 If your primary address is not in any of the regions or countries specified in Section 15.1, 15.2, or 15.3, the Agreement will apply to you without further amendment.

Support and Maintenance Terms and Conditions

The following document 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 from Magnet Forensics and subject to Magnet Forensics' User Agreement.

1. Definitions

1.1 "Software" means the software licensed to you by Magnet Forensics pursuant to the terms and conditions of the User Agreement.

1.2 "Term" means: (a) the initial thirty (30) day period after your purchase of the Software, and (b) the period for which you have purchased support and/or maintenance services from Magnet Forensics, if any.

1.3 "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 minor increases in functionality for such version of Software.

1.4 "Upgrades" means software releases from Magnet Forensics, identified by Magnet Forensics as upgrades, which replace a version of Software that you have obtained from Magnet Forensics with a newer version of such Software.

1.5 "User Agreement" means the user agreement under which Magnet Forensics provided the software to you, either by providing you with the user agreement or by providing you with access to the user agreement

2. Support and Maintenance Services

2.1 During the Term, subject to the payment of all applicable fees and subject to the restrictions set forth herein, Magnet Forensics will provide support and/or maintenance services, as agreed upon by the parties on Magnet Forensics' purchase form. Support and maintenance services consist of the following:

Support Services:

- a. Advice provided telephonically and by e-mail on the use and maintenance of the Software where such Software is not operating in accordance with its specifications;
- b. Instruction provided telephonically and by e-mail on the use and maintenance of the Software where such instructions are not included in the documentation accompanying the Software; and
- c. Guidance on software failure diagnoses and suggestions for Software error correction provided telephonically and by e-mail; and
- d. Commercially reasonable efforts to correct any defects in the Software which prevent the Software from operating in accordance with its specifications (including the provision of Updates or Upgrades where necessary to correct a defect in the Software which prevents the Software from operating in accordance with its specifications).

Support services may take the form of specific bug fixes, special releases to remedy defects in the Software or, where bugs or defects are not critical (as determined in Magnet Forensics' sole discretion) inclusion of fixes in a future scheduled release of the Software.

Maintenance Services:

- e. the provision of Updates to the Software including, without limitation, enhancements to the Software.
- f. where specifically agreed upon by you and Magnet Forensics in your support and maintenance purchase form, the provision of Upgrades to the Software.

2.2 Magnet Forensics' obligations to perform the support and maintenance services hereunder, as applicable, will apply only to the Software provided to you by Magnet Forensics and not to peripheral data or any third party hardware or software. Support and maintenance services shall be available between 8:30 a.m. to 5:30 p.m., Eastern Time, Monday to Friday, excluding Canadian statutory or national holidays (each a "Business Day").

2.3 The following services (the "Excluded Services") are specifically not included in the support and maintenance services:

- g. advice or instructions related to general usage of the Software;
- h. installation of the Software;
- i. on-site support related to the Software;
- j. 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, 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 its specifications.

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. Termination

3.1 This Agreement may be terminated immediately upon notice for cause if:

- a. either Party commits a material breach of this Agreement, or consistently fails to properly perform and observe its obligations under this Agreement, and fails to rectify the situation within thirty (30) calendar days of the non-breaching Party delivering notice of the breach or consistent failure to perform; or
- b. either Party becomes insolvent, or a receiver or receiver-manager is appointed for any part of the property of such Party, or such Party makes an assignment, proposal or arrangement for the benefit of its creditors or such Party files an assignment in bankruptcy, or any proceedings under any bankruptcy or insolvency laws are commenced against such Party.

3.2 Magnet Forensics shall have the right to terminate this Agreement immediately upon notice to you if your license to use the Software under the User Agreement is terminated for any reason.

3.3 Each Party shall have the right to terminate this Agreement for convenience upon ninety (90) days' notice to the other Party.

3.4 If you have pre-paid for the support and maintenance services, you will not be entitled to any refund of any portion of such payment due to early termination, other than termination by Magnet Forensics for convenience or termination by you due to Magnet Forensics' breach or insolvency. Termination of this Agreement shall not affect your payment obligation for any support and maintenance services rendered by Magnet Forensics prior to the date of termination. Magnet Forensics shall not be obligated to provide any support and maintenance services after the expiration or termination date, for whatever reason.

3.5 Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

4. Fees

4.1 You shall pay fees for the support and maintenance services in accordance with your purchase form with Magnet Forensics. Magnet Forensics shall invoice you for all fees in accordance with its normal billing practices, and you will pay all fees within thirty (30) days following receipt of invoice.

4.2 Magnet Forensics reserves the right to change its fee schedule for support and maintenance services at any time, provided that the fee schedule in effect at the time of your purchase of support and maintenance services shall apply for the duration of your purchased Term. For greater certainty, for any renewal term of support and maintenance services, Magnet Forensics has no obligation to offer you the same fees for support and maintenance services as you may previously have had.

4.3 You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of Magnet Forensics. Unless otherwise indicated, all amounts payable by you under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software or services hereunder, the execution of this Agreement or otherwise.

4.4 If you fail to pay any amount due under this Agreement within thirty (30) days of such payment becoming due and payable, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 18% per annum or the maximum rate permitted by law, such interest commencing as of the due date for such payment. You will also be responsible for paying for all reasonable fees and costs incurred by Magnet Forensics, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.

4.5 All amounts herein are in United States dollars.

5. Intellectual Property Rights

5.1 You acknowledge and agree that Magnet Forensics shall own all intellectual property rights (whether or not patentable or registrable under copyright, trade-mark or similar legislation or subject to analogous protection) in and to the Software, including any and all enhancements and modifications made to the Software, and all work conceived, created, invented produced, designed or reduced to practice by Magnet Forensics and its personnel as a result of or with respect to any and all services provided to you pursuant to this Agreement (collectively, the "Modifications"). Your rights and obligations relating to the use of the Software shall be governed by the terms of the User Agreement regardless of whether you, your employees or contractors may have contributed to any Modifications in any way.

6. Limited Warranty and Limited Liability

6.1 Limited Warranty. Magnet Forensics warrants that all services provided in accordance with the terms of this Agreement shall be provided in a competent, professional manner by persons who are fully trained and qualified in respect of the Software. Magnet Forensics does not represent or warrant that the services provided hereunder will be capable of achieving a particular result for your business, or that the operation of the Software will be error free or uninterrupted, or that all errors in the Software can be found or corrected, although Magnet Forensics shall use commercially reasonable efforts to do so.

6.2 Limitation of Liability. OTHER THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT 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 THE SOFTWARE, MODIFICATIONS, THE SUPPORT SERVICES, THE MAINTENANCE SERVICES 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. OTHER THAN AS SPECIFICALLY PROVIDED IN THE USER AGREEMENT, YOU ASSUME THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE SOFTWARE AND THE MODIFICATIONS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. IN NO EVENT SHALL MAGNET FORENSICS, ITS AGENTS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE, THE MODIFICATIONS, THE SUPPORT SERVICES, THE MAINTENANCE SERVICES OR ANY OTHER SERVICES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE, INABILITY TO USE OR THE PERFORMANCE OR NON-PERFORMANCE OF, THE SOFTWARE, THE MODIFICATIONS, OR THE PROVISION OF THE SERVICES, EVEN IF MAGNET FORENSICS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM, OR IT IS FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL MAGNET FORENSICS'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DAMAGES EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES

PERFORMED BY MAGNET FORENSICS IN ACCORDANCE WITH THIS AGREEMENT WITHIN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE LIMITATIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM.

7. General

7.1 Incorporation of Terms: All terms and conditions of the User Agreement 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.

Magnet Axiom

Find more, dig deeper, and work smarter using our complete digital investigation platform.
Experience AXIOM today.

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