

The following document (the “**Agreement**”) describes the terms and conditions under which You will receive support and maintenance services from DME Forensics Incorporated (“**DME Forensics**”) in relation to software purchased by You (“**You**” or “**Customer**”) from DME Forensics. In addition to these terms and conditions the provision of support and maintenance services by DME Forensics shall also be subject to the then current EULA corresponding to the software purchased by You.

1. DEFINITIONS. In addition to the terms defined herein, capitalized terms shall have the meaning ascribed in the EULA.

1.1 “**Documentation**” means all Software user documentation, printed materials, and "online" or electronic documentation and any copies thereof, in whole or in part, provided to You by DME Forensics.

1.2 “**EULA**” means the license agreement that governs Your use of the Software.

1.3 “**Term**” means the period for which You have purchased support and/or maintenance services from DME Forensics.

1.4 “**Updates**” means software releases from DME Forensics, identified by DME Forensics as updates, which supplement a version of Software that you have obtained from DME Forensics and that may correct defects, bugs or programming errors in such version of Software or provide increases in functionality for such version of Software.

2. SUPPORT AND MAINTENANCE SERVICES

2.1 During the Term, subject to the payment of all applicable fees, DME Forensics shall provide support and maintenance services (telephonically, and by email and via a webportal), consisting of the following:

- (a) Provision of Updates to the Software;
- (b) Advice on the use and maintenance of the Software where such Software is not operating in accordance with the Documentation; and
- (c) Instruction on the use and maintenance of the Software where such instructions are not included in the Documentation.

Such support is provided Monday through Friday (holidays excepted) during the hours of 8am to 5pm MT. Where bugs or defects are not critical (as determined in DME Forensics’ sole discretion), DME Forensics reserves the right to include fixes in a future scheduled release of the Software.

2.2 DME Forensics’ obligations to perform the support and/or maintenance services hereunder, will apply only to the Software provided to You by DME Forensics and not to peripheral data or any third-party hardware or software. .

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

- (a) advice or instructions related to general usage of the Software;
- (b) installation of the Software;
- (c) on-site support related to the Software;
- (d) corrections of defects found by DME 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 DME Forensics’ behalf), or modifications made to the Software by You or by any third-party other than a third party working on DME Forensics’ behalf;
 - (iii) arise from use or interoperability of the Software in combination with hardware or software not specifically approved by DME 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 the Documentation, guidelines or instructions provided by DME 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 the Documentation.

In the event that You wish DME Forensics to perform any Excluded Service, such Excluded Service must be pursuant to a separate, mutually agreed upon written agreement between You and DME Forensics.

3. TRANSMISSION OF DATA

3.1. Support and maintenance services do not include or require transmission of Your data or information to DME Forensics. On an exception basis, as part of incident resolution, DME Forensics may agree to receive Your data or information (eg. video footage, screen shots, case file data, etc.). You (and not DME Forensics) shall be solely liable in in connection with the provision of such data to DME Forensics, including, without limitation, compliance with all applicable laws. DME Forensics shall process and store any received data and information in accordance with the Privacy Policy available at <https://www.magnetforensics.com/legal/>, applicable to all Magnet Forensic group companies, including DME Forensics.

4. TERMINATION

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

- (a) either party commits a material breach of this Agreement or the EULA, or consistently fails to properly perform and observe its obligations under this Agreement or the EULA, 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.

4.2. DME Forensics shall have the right to terminate this Agreement immediately upon notice to You if Your license to use the Software under the EULA is terminated for any reason.

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

4.4. 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 DME Forensics for convenience or termination by You due to DME Forensics' breach or insolvency. Termination of this Agreement shall not affect Your payment obligation for any support and maintenance services rendered by DME Forensics prior to the date of termination. DME Forensics shall not be obligated to provide any support and maintenance services after the expiration or termination date of this Agreement, for whatever reason.

4.5. 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.

5. FEES

- 5.1. DME Forensics shall invoice You for all support and maintenance service fees in accordance with its normal billing practices, and You will pay all fees within thirty (30) days following receipt of invoice.
- 5.2. DME Forensics reserves the right to change fees for support and maintenance services at any time, provided that the fee 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, DME Forensics has no obligation to offer You the same fees for support and maintenance services as You may previously have had.
- 5.3. You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of DME 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.
- 5.4. If You fail to pay any amount under this Agreement that is due and payable, in addition to any other rights and remedies available to DME Forensics, DME 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 DME Forensics shall also be entitled to suspend provision of support and maintenance services. You shall also be responsible for paying for all reasonable fees and costs incurred by DME Forensics, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.
- 5.5. All fees are in United States dollars.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. You acknowledge and agree that DME 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 DME Forensics and its personnel as a result of or with respect to any and all services provided to You pursuant to this Agreement, including Updates and Upgrades (collectively, the “**Modifications**”). Your rights and obligations relating to the use of the Software (including any Updates and Upgrades) shall be governed by the terms of the EULA regardless of whether You, Your employees or contractors may have contributed to any Modifications in any way.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 7.1. DME 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. DME Forensics does not represent or warrant that the services provided hereunder will achieve 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 DME Forensics shall use commercially reasonable efforts to do so.
- 7.2. OTHER THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DME FORENSICS MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, MODIFICATIONS, THE SUPPORT AND 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 DME 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 EULA, 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 DME FORENSICS, ITS AGENTS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE, THE MODIFICATIONS, THE SUPPORT AND 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 DME 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 DME FORENSICS' MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES PERFORMED BY DME FORENSICS IN ACCORDANCE WITH THIS AGREEMENT WITHIN THE TWELVE (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.

8. GENERAL

- 8.1. All terms and conditions of the EULA 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.

END OF AGREEMENT