

This Software as a Service (SaaS) Addendum (the “**Addendum**”) is a legal agreement between You and Magnet Forensics with respect to Your access and use of Magnet SaaS (defined below) is made part of the Magnet Forensics’ End User License Agreement located at [www.magnetforensics.com/legal](http://www.magnetforensics.com/legal). UNLESS YOU HAVE AN EXISTING AGREEMENT WITH MAGNET FORENSICS WHICH SPECIFICALLY GOVERNS YOUR ACCESS AND USE OF THE MAGNET SAAS PRODUCT IDENTIFIED IN THE QUOTATION, THEN BY EITHER (A) SUBMITTING AN ORDER FOR THE PRODUCT IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS OR A MAGNET FORENSICS AUTHORISED RESELLER, (B) INDICATING YOUR ACCEPTANCE OF THE QUOTATION, (C) ACCEPTING DELIVERY OF THE PRODUCT OR ACCESSING THE MAGNET SAAS; OR (D) USING THE SOFTWARE OR MAGNET SAAS, 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.

<b>“Agent”</b>	an executable deployed to a single Endpoint to perform a remote data acquisition.
<b>“Authorized User”</b>	for the purposes of this SaaS Addendum means an employee, agent or subcontractor, who has been authorized by You to use Magnet Forensics Products in accordance with the terms and conditions of this Agreement, and has been allocated a license or user credentials for which the applicable fees have been paid.
<b>“Collection”</b>	the gathering, uploading, and processing of digital forensic investigation data from one (1) endpoint while using Magnet Nexus.
<b>“Content”</b>	information, data, media or other content provided by You or any User for use with SaaS.
<b>“End User License Agreement” or “EULA”</b>	Magnet Forensics End User License Agreement or such other terms You have agreed to with Magnet Forensics for the use of a Magnet Software.
<b>“Endpoint”</b>	a target computing device.
<b>“Export Control Laws”</b>	export controls, trade sanctions and other trade control laws and regulations of the U.S., E.U., and other governments, as well as regulators and sanctions administered by the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, including all end user, end-use and destination restrictions.
<b>“Magnet Forensics Code of Business Conduct &amp; Ethics”</b>	Magnet Forensics’ then-current Magnet Forensics Code of Business Conduct & Ethics located at <a href="http://www.magnetforensics.com/legal">www.magnetforensics.com/legal</a> .
<b>“Magnet SaaS”</b>	the component of the Software that is delivered on a subscription or usage basis and is centrally hosted and available via the internet; such products which include Magnet SaaS are Magnet Nexus, Magnet One, Magnet Review (Magnet-Hosted), Magnet Verify – SaaS, and Magnet ATLAS Cloud.

<b>"Subscription Term"</b>	the time period identified in Your Quotation or if no such period is identified in Your Quotation then for one (1) year commencing on the date the SaaS is made available to You.
<b>"You" and "Your"</b>	the entity that purchases the license for Software pursuant to the End User License Agreement.

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

## **1. ACCESS AND RESTRICTIONS**

### **1.1 Access to Magnet SaaS.**

**1.1.1** Subject to the terms of the EULA and this Addendum (including but not limited to Section 1.1.2), Magnet Forensics grants to You a limited, world-wide, non-exclusive, non-transferable, non-sublicensable, and revocable right during the Subscription Term for You and Your Authorized Users to access and use Magnet SaaS for Your internal business operation provided that such use shall be: (i) in accordance with the Documentation, the EULA and this Addendum; and (ii) for the authorized scope, term and quantities which may be specified in the Quotation. You acknowledge and agree that Magnet Forensics may use global resources (personnel, affiliates, and infrastructure around the world) and third-party suppliers to support and/or host Magnet SaaS.

**1.1.2 Credits related to Magnet Nexus (other than for Magnet Nexus Enterprise Bundle and MDR/MSSP Bundle).** Notwithstanding Section 1.1.1., Your use of Magnet Nexus requires Your purchase of credits from Magnet Forensics ("**Credits**"). Credits are used to unlock and access Collections. One Credit is required for each Collection. Credits are non-refundable and non-transferable and expire twelve (12) months from the invoice date for such Credits. No refunds shall be provided for expired Credits. Any trial Credits provided to Customers free of charge by Magnet Forensics in its sole discretion, shall expire thirty (30) days from the date of issuance to You by Magnet Forensics of the trial Credits. Notwithstanding anything to the contrary in this Agreement, such trial Credits are provided by Magnet Forensics on an "AS IS" basis without any liability to Magnet Forensics.

**1.2 Restrictions.** The rights to use Magnet SaaS granted hereunder are contingent upon Your and Your Users' compliance with the Documentation, the applicable Quotation and the EULA. You are responsible for ensuring Users' compliance with the EULA and this Addendum. You shall not directly or indirectly: (i) make Magnet SaaS available to anyone other than You or Your Users; (ii) exceed the capacity limits stated in the Quotation, including but not limited to Authorized Users, Collections and Endpoints, (iii) offer, use or otherwise exploit Magnet SaaS, whether or not for a fee, in any managed service provider (MSP) offering; platform as a service or integration platform as a service (PaaS or iPaaS offering; service bureau; or other similar product or offering; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or any software, documentation or data related to Magnet SaaS; (v) modify or make derivative works based on Magnet SaaS; (vi) copy or create Internet "links" to Magnet SaaS or "frame or "mirror" any of Magnet SaaS; (vii) permit direct or indirect access to or use of any Magnet SaaS or Content in a way that circumvents any usage limit; (viii) interfere with the operation of Magnet SaaS on any Magnet Forensics servers, host, or network, including, without limitation, by means of submitting a virus, overloading, flooding, spamming, or crashing, (ix) use Magnet SaaS if You are a competitor of Magnet Forensics; or (x) access Magnet SaaS in order to build a

competitive product or service, or build a product using similar features, functions or graphics of Magnet SaaS.

- 1.3 **Support.** If included in your subscription, support for SaaS shall be provided in accordance with the EULA and our support packages found at [www.magnetforensics.com/legal/](http://www.magnetforensics.com/legal/).

## 2. YOUR RESPONSIBILITIES

- 2.1 **Compliance.** You are solely and directly responsible (a) for maintaining the security of all user IDs, passwords and other credentials, (b) for all activities taken by Your Users or under any of Your credentials; (c) for compliance with applicable laws, including Export Control Laws; and (d) to promptly notify Magnet Forensics of any unauthorized use or access and to take all steps necessary to terminate such unauthorized use or access. You will provide Magnet Forensics with such cooperation and assistance related to any unauthorized use or access as Magnet Forensics may reasonably request. You shall be directly responsible for any violations of any of the foregoing by any party that it allows to access Magnet SaaS, including Users.

- 2.2 **Export Control.** You may not use Magnet SaaS to transmit or host data controlled for export under Export Control Laws without prior written consent from Magnet Forensics. You represent and warrant that You will not use, resell, export, distribute, transfer or allow access to Magnet SaaS or any related technical data, directly or indirectly, to or for the benefit of any persons (including persons designated as Specially Designated Nationals or under similar designations), entities, governments, or destinations, or for any end use prohibited by the Export Control Laws. Further, Magnet SaaS is provided subject to the laws and regulations of the United States and other countries on trade restrictions that may prohibit or restrict access by certain persons or from certain countries or territories, including but not limited to sanctions, embargoes and export restraints.

- 2.3 **Content.** You acknowledge and agree that You have sole responsibility: (i) to administer user access to Magnet SaaS and the Content, (ii) for the input and administration of Content in Magnet SaaS, including deletion of Content, (iii) to ensure You have all rights necessary to use, transmit and display Content and for Magnet Forensics to host, store, adapt or integrate such Content as required to provide Magnet SaaS, (iv) for compliance relating to how You choose to use Magnet SaaS, including but not limited to, the transfer and processing of Content, the provision of Content to end users, and any industry specific requirements to which You may be subject, (v) for maintaining Content on the systems from which they are sourced and making backup copies of Content. You hereby represent and warrant on behalf of You and Your Authorized Users that You have all of the rights in the Content necessary for the use, display, publishing, sharing and distribution of the Content and that such use of the Content does not violate any third-party rights, laws or this Addendum. Magnet Forensics is not responsible for the accuracy, completeness, appropriateness, copyright, compliance or legality of any Content.

## 3. PRIVACY AND SECURITY

- 3.1 **Privacy.** The terms of the Data Processing Addendum at [www.magnetforensics.com/legal/](http://www.magnetforensics.com/legal/) ("DPA") are incorporated by reference, and shall apply to the extent Content includes "Agreement Personal Data" as defined in the DPA. All Content used by or within Magnet SaaS may be stored on servers located in various regions, including the United States, Canada, and the EU, and You may select (where available) the region in which Your Content resides. You and Authorized Users are not permitted to upload or store within Magnet SaaS: (i) payment card information subject to Payment Card Industry Data Security Standards (PCI DSS), or (ii) U.S. Protected Health Information as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the equivalent protected health information in Your jurisdiction. The Magnet Forensics

Privacy Policy may be found at [www.magnetforensics.com/legal/](http://www.magnetforensics.com/legal/).

- 3.1.1** When the California Consumer Privacy Act of 2018 (the “**CCPA**”) applies to Your use of Magnet SaaS, the following additional terms shall also apply:

“Without limiting the generality of other data privacy obligations under this Agreement, in the event the California Consumer Privacy Act of 2018 applies to Your use of the services, Magnet Forensics agrees that it is expressly prohibited from retaining, using, or disclosing personal information of California consumers for any purpose, including retaining, using, or disclosing such personal information of California consumer for a commercial purpose, other than for a business purpose, including providing Magnet SaaS or as expressly permitted in the Agreement. In addition, Magnet Forensics will not further collect, sell, or use personal information of California consumers except as necessary to perform a business purpose, including to provide Magnet SaaS or as expressly permitted in this Agreement. Magnet Forensics certifies that it understands the restrictions contained in this clause and otherwise in the Agreement with respect to handling of personal information of California consumers and shall comply with all such obligations. The Parties expressly acknowledge and agree that Magnet Forensics is not providing any personal information of consumers to Customer for monetary or any other valuable consideration.”

- 3.2 Security.** Magnet Forensics will use commercially reasonable, industry standard security measures in providing Magnet SaaS and will comply with such data security regulations applicable to Magnet SaaS. Magnet Forensics has implemented appropriate technical and procedural safeguards to protect and secure Content. Magnet SaaS is hosted and delivered from a data center operated by a third-party provider, which is solely responsible for the underlying infrastructure and hosting of Magnet SaaS and, as such, Your use and access to Magnet SaaS shall be subject to the third-party provider’s terms of service (including availability, data disclosure, service levels, termination rights, and acceptable use requirements). Magnet Forensics reserves the right to remove or update its third-party provider and You agree to comply with any policies and terms of the then-applicable third-party provider. You are solely responsible for any breach or loss resulting from: (i) Your failure to control user access; (ii) failure to secure Content which You transmit to and from Magnet SaaS; and (iii) failure to implement appropriate and timely backups, security configurations and encryption technology to protect Content.

#### **4. TERM AND TERMINATION**

- 4.1 Term.** You and Your Authorized Users’ access to Magnet SaaS shall remain in effect, unless earlier terminated, for the Subscription Term.
- 4.2 Suspension.** Magnet Forensics may, without limiting its other rights and remedies, temporarily remove Your Authorized Users’ access to Magnet SaaS at any time (a “**Service Suspension**”) or limit Your use of Magnet SaaS if: (i) required by applicable law, including Export Control Laws, (ii) You or any Authorized User is in violation of the material terms of the EULA, this Addendum or the Magnet Forensics Code of Business Conduct & Ethics, (iii) Your use disrupts the integrity or operation of Magnet SaaS or interferes with the use by others, (iv) Your use exceeds the normal or expected use for an organization of Your size and industry; (v) subject to applicable law, You have ceased to continue Your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (vi) any vendor or service provider of Magnet Forensics has suspended or terminated Magnet Forensics’ access to or use of any third-party services or products required to enable You to access the Services. Magnet Forensics will use reasonable efforts to notify You prior to any suspension, unless prohibited by applicable

law or court order. Magnet Forensics will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that You or any User may incur as a result of a Service Suspension and/or termination of this Agreement or Addendum.

**4.3 Effect of Termination.** Upon any termination or expiration of the Subscription Term, You and Your Authorized Users' right to access and use Magnet SaaS shall automatically cease. Termination or expiration of the Subscription Term may result in the deletion of Your Content therein. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration.

**4.4 Data Deletion.** You acknowledge and agree that Collection data is scheduled for deletion thirty (30) days after completion of a Collection, and that Collection data may be deleted from Magnet SaaS controlled environment. Upon request by You within such thirty-day period Magnet Forensics will make available for download by You, such Collection to the extent Magnet Forensics has access to such Collection. Notwithstanding anything to the contrary in this Section, Magnet Forensics shall be entitled to: (i) retain one (1) copy of a Collection as required to comply with any applicable law; (ii) retain and process certain de-identified data relating to Your use of Magnet SaaS for benchmarking and/or product development purposes; and (iii) maintain certain customer registration information for its accounting purposes.

## **5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Ownership of Content.** You retain all right, title and interest in and to Your Content. You hereby grant to Magnet Forensics a non-exclusive, royalty-free, worldwide, sublicensable license to reproduce, distribute, and otherwise use, host, and display Your Content and perform all acts with respect to Your Content as may be necessary for Magnet Forensics to fulfil its obligations with respect to Magnet SaaS.

**5.2 Ownership of Magnet SaaS.** Magnet Forensics (and its licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to Magnet SaaS (or any underlying technology or content within Magnet SaaS).

## **6. WARRANTY AND DISCLAIMER**

**6.1** During the Subscription Term, Magnet Forensics warrants that Magnet SaaS will perform substantially in accordance with the Documentation when used as authorized under this Addendum and the EULA. This warranty will not apply (i) unless You notify Magnet Forensics of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears, or (ii) if the event giving rise to the warranty claim was caused by misuse, unauthorized modifications, or third-party hardware, software, or services. Your exclusive remedy and Magnet Forensics' sole liability with regard to any breach of this warranty will be, at Magnet Forensics' option and expense, to either: (i) repair or replace the non-conforming Magnet SaaS or (ii) terminate the affected portion of Magnet SaaS and refund You, on a pro rata basis, any unused, prepaid fees as of the termination effective date.

**6.2** EXCEPT EXPRESSLY SET FORTH IN THIS SECTION, MAGNET SAAS IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MAGNET FORENSICS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT SAAS WILL BE UNINTERRUPTED, ERROR FREE, COMPLETELY SECURE, OR MEET

YOUR OR YOUR AUTHORIZED USERS' REQUIREMENTS.

## **7. GENERAL**

- 7.1 Early Release.** Magnet Forensics may, in its discretion, periodically provide You with an opportunity to test additional features or functionality in connection with Magnet SaaS. You are not required to accept these opportunities when provided, and You may decline to participate in the testing of such additional features or functionality at any time. You acknowledge that such features or functionality are provided “as is” with no representations, warranties, or indemnities of any kind, and may be subject to additional terms. Magnet Forensics reserves the right at any time, in its sole discretion, to discontinue provision of, or to modify, any such features or functionality provided for testing purposes.
- 7.2 Connectivity to Third-Party Applications.** Use of Magnet SaaS to connect or interoperate with or access third-party web-based applications or services may be governed by terms and conditions established by such third party. Third-party application programming interfaces and other third-party applications or services (“Third-Party Applications”) are not managed by Magnet Forensics, and Magnet Forensics shall have no liability for connectivity if any Third-Party Applications are changed or discontinued by the respective third parties. Magnet Forensics does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Applications.
- 7.3 Verification and Compliance.** While this Addendum is in effect and for one (1) year after the effective date of its termination, upon request by Magnet Forensics but not more than once per calendar year, You shall conduct a self-audit of Your use of Magnet SaaS and, within ten (10) business days after receipt of such request, submit a written statement to Magnet Forensics verifying that You are in compliance with the terms and conditions of this Agreement. You acknowledge that Magnet Forensics may monitor use of Magnet SaaS to verify Your compliance with this Addendum. If Magnet Forensics becomes aware of any excess usage or violations of allocation restrictions, then Magnet Forensics may: (a) require You to pay for the excess usage at prevailing rates for Magnet SaaS; (b) suspend or terminate Your access to Magnet SaaS; or (c) exercise any other remedy that may be available to Magnet Forensics.

## **END OF AGREEMENT**