

# End User Licence Agreement (EULA)

## BACKGROUND

This EULA (the “**Licence**”) is a legal agreement between you (“**Customer**”) or (“**You**”) and Forensic Analytics Limited, a company registered in England and Wales (company registration number 08606475) with registered office is situated at Pixmore Centre Unit L Pixmore Centre, Pixmore Avenue, Letchworth Garden City, Hertfordshire, United Kingdom, SG6 1JG (“**Forensic Analytics**”).

Forensic Analytics license use of the Services, Software Products and Deliverables to the Customer on the basis of this Licence. Forensic Analytics do not sell the Services, Software Products or Deliverables to the Customers through this licence. Forensic Analytics, or its licensors, remain the owners of the Services, Software and Deliverables at all times.

## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Licence.

**Activation:** use of a Licence Key and Software Product in combination to enable a single Use of the Software Product on a Device. **Activated** shall be construed accordingly.

**Authorised Users:** shall be as specified in the Order Form.

**Charges:** charges payable by the Customer to Forensic Analytics under this Licence as specified in the Order Form.

**Contract Year:** means the 12-month period commencing on start date of the Licence Period and each successive 12-month period thereafter.

**Control:** a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

**Controller:** has the meaning given to it under Data Protection Law.

**Data Protection Law:** applicable laws and regulations relating to the processing, privacy, and use of Personal Data, including the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws or regulations implementing or replacing the above.

**Data Subject:** has the meaning given to it under Data Protection Law.

**Device:** an electronic device e.g., PC, laptop, server owned or within the exclusive control of the Customer, and capable of executing the Software Product in a timely fashion.

**Deliverables:** the Software Product on installable media or downloadable form,t and a Licence Key to activate the Software Product.

**Fair Usage Policy:** the policy published on the Company website as updated by Forensic Analytics without notice from time to time.

**Industry Standards:** the security practices, data backup regime(s), and/or computer literacy (as the case may be) which a reasonable person would expect of a modern, organisation using forensically copied data to detect and/or investigate fraud, criminal offences, malfeasance, misfeasance and/ or nonfeasance.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know- how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Licence Key:** a licence key issued by Forensic Analytics to enable Use of a Software Product.

**Licence Period:** As outlined in the Order Form and any agreed upon renewal period between Forensic Analytics and You in writng.

**Malware:** malicious software which includes spyware, trojan horses, rootkits, adware, phishing attacks, socially engineered or otherwise.

**Malware Protection:** software designed to be installed on Devices to guard against damage to Devices caused by Malware and updated regularly by its publisher and deployed to the Device by the Customer.

**Order Form:** the order form forming part of this Licence.

<b>Personal Data:</b> has the meaning given to it under Data Protection Law.	Licence Key shall be locked to the Device upon which the Software Product has been installed and the Software Product may only be used on that Device.	
<b>Processor:</b> has the meaning given to it under Data Protection Law.		
<b>Services:</b> the services to be supplied by Forensic Analytics to the Customer set out in the Order Form.		
<b>Software Development Fee:</b> shall be as specified in the Order Form.	2.4 Each Software Product and Licence Key supplied to the Customer is issued for the exclusive use by the Customer and its Authorised Users.	
<b>Software Product:</b> shall be as specified in the Order Form.	2.5 The Customer shall supervise and control use of the Software Products and ensure that the Software Products and any Deliverables are used by its Authorised Users in accordance with the terms of this Licence.	
<b>Terms of Purchase:</b> means the terms and conditions which apply to the Order Form.	2.6 The Customer acknowledges that Licence Keys contain special mechanisms to monitor use of the Software Product in accordance with the terms of this Licence and prevent and/or limit abuse of the Intellectual Property Rights vesting in the Software Product. The Customer consents to the use of such functionality and agrees that:	
<b>Use:</b> loading the Software Product into temporary memory or permanent storage on a Device upon which forensic analysis is performed.	2.6(a) it will not attempt to block or otherwise interfere with such functionality; and 2.6(b) it will not disclose any Licence Key to any third party unless otherwise agreed in writing by Forensic Analytics.	
1.2 The headings in this Licence do not affect its interpretation. Unless the context otherwise requires:	2.7 The Customer remains liable to Forensic Analytics for any misuse or unauthorised use of any Software Product or Licence Key by any person whether or not the Customer complies with the terms of this Licence.	
(a) references to statutory provisions include those statutory provisions as amended or re-enacted.	2.8 Forensic Analytics may supply document and file templates ("Templates") for use in conjunction with the Software Product. The Customer may Use the Templates and copy and/or modify the Templates for its own internal business purposes, and may not sell, resell, licence, rent, lease, lend, distribute, make available or transfer for value (or otherwise) the Templates.	
(b) No terms or conditions of any purchase order shall form part of or vary this Licence.	2.9 Forensic Analytics may make available updates to the Software Products from time to time in Forensic Analytics sole discretion.	
1.3 This Licence should be read alongside the Terms of Purchase. In the event of an inconsistency or conflict between the Order Form, the Terms of Purchase and this Licence, they shall be applied in the following order of precedence:	2.10 Forensic Analytics may in its sole discretion provide an upgrade of a version of the Software with enhanced functionality upon request by the Customer and payment of the appropriate Software Development Fee, each determined in the sole discretion of Forensic Analytics and upon such conditions as Forensic Analytics may see fit.	
(a) Order Form;		
(b) Terms of Purchase;		
(c) this Licence.		
<b>2. LICENCE</b>		
2.1 This Licence applies to each Software Product and Licence Key acquired by the Customer. The Customer may not Use the Software Product other than when it is Activated.		
2.2 In consideration of payment by the Customer of the Charges for the Software Product, and You agreeing to abide by the terms of this Licence, Forensic Analytics shall grant You a limited, non-exclusive, non-transferable, revocable licence (without the right to sublicense) to access and use the Software Product (in object code form only) and/or Services on the terms of this Licence for the Licence Period, solely for use in connection with police investigations..		
2.3 Where the Order Form specifies that the Customer has purchased a single use Software Product the	<b>3. RESTRICTIONS OF USE</b> 3.1 Except as expressly provided in this Licence or as permitted in any local law which is incapable of exclusion by agreement between the parties, the Customer shall not:	

(a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software Product in whole or in part other than where such copying is incidental to normal use of the Software Product or where it is necessary for the purpose of back-up or operational security;

(b) rent, lease, sub-license, make available to a third party, loan, translate, or merge the Software Product or Deliverables;

(c) make alterations to, or modifications of, the whole or any part of the Software Product, nor permit the Software Product or any part of it to be combined with, or become incorporated in, any other programs; or

(d) exceed the number of Activations specified in the Order Form.

3.2 Except as expressly provided in this Licence or as permitted in any local law which is incapable of exclusion by agreement between the parties, the Customer shall:

(a) keep all copies of the Software Product secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software Product; and

(b) use the Software Product and Services in accordance with all applicable laws and technology control or export laws and regulations.

**4. ACCEPTABLE USE**

4.1 The Customer shall, and shall ensure that its Authorised Users shall, use the Software Product in accordance with the Fair Use Policy.

4.2 Subject to clause 4.3, the Customer shall be liable for additional Charges for any use in excess of the Fair Use Policy and/ or its entitlements under this Licence and shall pay such Charges to Forensic Analytics immediately upon request made in writing, failing which Forensic Analytics may terminate all licences granted hereunder without notice.

4.3 The Customer acknowledges that it is solely responsible for managing, updating, activating, deactivating and/or changing the number of Authorised Users of the Software Products. For the purposes of invoicing, Forensic Analytics uses the information updated by the Customer in respect of the number of Authorised Users and will invoice the Customer in accordance with the Customer's updates. Forensic Analytics reserves the right to check the updates as frequently as it considers necessary. Forensic Analytics will accordingly not be liable for any failure by the Customer or its

representatives to update the Software Product and number of Authorised Users.

**5.**

**5.1**

The Customer warrants and undertakes that:

(a) it has implemented Malware Protection and an IT security policy that meets or exceeds Industry Standards in respect of its own IT infrastructure and Devices which include:

- i) regular software patching programme for the operating system;
- ii) Malware scanning and quarantining; and
- iii) provision not to use equipment or software past the vendor's end of life date; and
- iv) backup regime to the extent it requires to preserve its data.

(b) any Authorised Users of any Software Product are qualified and experienced to Industry Standards.

(c) it has obtained all permissions and consents required by it to enter into this Licence;

(d) it will cooperate at all times with Forensic Analytics to receive the Services;

(e) its personnel shall possess the requisite degrees of skill and experience required to use the Software Product;

(f) it shall provide Forensic Analytics with all assistance, materials and accurate information reasonably required by Forensic Analytics for the purposes of enabling it to provide the Services hereunder and has notified Forensic Analytics of any special requirements of the Customer in writing in advance of this Licence;

(g) it shall not allow the Software Product to become the subject of any charge, lien or encumbrance; and

(h) shall install any bug fixes, security updates and general updates promptly and in any event within 30 days of notification from Forensic Analytics. For the avoidance of doubt, the Customer acknowledges that failure to do so may prevent the Software Product from functioning.

**6.**

**6.1**

**DATA PROTECTION**

Each party must ensure compliance with all applicable Data Protection Law at all times during the term of this Licence. This clause 6.1 is in addition to, and does not relieve, remove or

replace, a party's obligations or rights under Data Protection Law.

6.2 Forensic Analytics and the Customer acknowledge and agree that each party is a Controller of the Personal Data exchanged in relation to this Licence, and that the use of the Services, Software Products and Deliverables by the Customer under this Licence should not involve the processing of Personal Data by Forensic Analytics as a Processor on behalf of the Customer.

6.3 You undertake on an ongoing basis during the term of this Licence that any documentation, data, materials or other information provided to Forensic Analytics in connection with the provision of the Software Products and/or Services shall not contain any Personal Data and that any such documentation, data, materials or other information that identifies a Data Subject shall be fully anonymised, aggregated and/or redacted so as to not constitute Personal Data prior to its disclosure to Forensic Analytics.

**7. LIMITATIONS**

7.1 You acknowledge that the Software Products have not been developed to meet your individual requirements, including any particular cybersecurity requirements You might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software Products and/or Deliverables meet your requirements.

7.2 Nothing in this Licence excludes the liability of either party for death or personal injury caused by the relevant party's own negligence, for fraud or fraudulent misrepresentation.

7.3 The following provisions set out the entire financial liability of Forensic Analytics (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with this Licence, in respect of any use made by the Customer of the Software Product and/or the Deliverables or any part of either of them, and in respect of any misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence.

7.4 Except as expressly and specifically provided in this Licence, the Customer assumes sole responsibility for results obtained from the use of the Software Product, and for conclusions drawn from such use. Forensic Analytics shall have no liability for any damage caused by errors or omissions in any Software Product, information, instructions or scripts provided to the Customer in connection with the Software Product and/ or Services, or any act, inaction, or omission by the Customer; all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Licence; and the Software Product, Services and any documentation are provided to the Customer on an "as is" basis.

7.5 Forensic Analytics shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, tortious misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Licence.

7.6 Subject to clause 7.2, Forensic Analytics' total aggregate liability arising under or in connection with each Software Product, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall in all circumstances be limited:

- (a) in the first Contract Year, to one hundred per cent (100%) of the Charges received by Forensic Analytics in respect of that Software Product;
- (b) during any subsequent Contract Year during the Licence Period, an amount equal to one hundred per cent (100%) of the Charges received by Forensic Analytics in respect of that Software Product in the Contract Year immediately preceding that Contract Year; and
- (c) following expiry or termination of the Licence, an amount equal to one hundred per cent (100%) of the Charges received by Forensic Analytics in respect of that Software Product in the last Contract Year.

7.7 Forensic Analytics shall have no greater liability to the Customer under this Licence than under the Terms of Purchase, and Forensic Analytics may rely on any limit of liability or any other term set out in the Terms of Purchase.

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Customer acknowledges that all Intellectual Property Rights vesting in the Software Product and any modifications or updates thereto and the product of any Services belong to and shall remain with Forensic Analytics and its third party licensors, and the Customer shall have no rights in or to the Software Product other than the right to use it in accordance with the terms of this Licence.

**9. TERMINATION**

9.1 Without prejudice to any rights that have accrued under this Licence or any of its rights or remedies, Forensic Analytics may at any time terminate this Licence with immediate effect by giving the Customer written notice if the Customer:

- (a) commits a material breach of any term of this Licence and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) repeatedly breaches any of the terms of this Licence in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Licence;
- (c) interferes with the functionality associated with Software Products;
- (d) exceeds the usage entitlements in respect of any instance of the Software Product set out in the Fair Usage Policy (i) twice in any 12 month period, or (ii) more than 10% in any calendar month;
- (e) undergoes a change of Control; or
- (f) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or has a receiver or administrative receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

9.2 Termination shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

9.3 On termination for any reason:

- (a) all rights and licences granted to the Customer under this Licence shall cease forthwith;
- (b) the Customer shall immediately pay to Forensic Analytics any sums due to Forensic Analytics under this Licence; and
- (c) the Customer shall immediately irretrievably destroy or return to Forensic Analytics (at the option of Forensic Analytics) all copies of the Software Product then in its possession, custody or control and, in the case of destruction, certify to Forensic Analytics that it has done so.

9.4 Any provision of this Licence which expressly or by implication is intended to come into or continue in force on or after termination of this Licence which shall include clause 6 (Data Protection), clause 7 (Limitations), clause 8 (Intellectual Property Rights) shall remain in full force and effect.

**10. WAIVER**

10.1 No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**11. VARIATION**

11.1 Forensic Analytics may update the terms of this Licence at any time on notice to you. Your continued use of the Software Products and/or Deliverables following receipt of the notice, shall constitute your acceptance of the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software Products and Deliverables and provide written notice to terminate the Licence to Forensic Analytics. No purported variation of this Licence by the Customer shall be effective without prior written agreement by Forensic Analytics.

**12. ASSIGNMENT**

12.1 The Customer shall not sub-licence, assign, transfer or novate the benefit or burden of this Licence in whole or in part without the prior written consent of Forensic Analytics.

**13. SEVERANCE**

13.1 If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.

13.2 If any invalid, unenforceable or illegal provision of this Licence would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**14. THIRD-PARTY RIGHTS**

14.1 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

#### **15. NO PARTNERSHIP OR AGENCY**

15.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party enters into this Licence as principal and not for the benefit of any other person.

#### **16. FORCE MAJEURE**

16.1 Forensic Analytics shall not be liable for any delay in performance, or failure to perform, any of its obligations under this Licence if such delay or failure results from events, circumstances or causes beyond its reasonable control.

#### **17. NOTICES**

17.1 Any notice required to be given under this Licence shall be in writing and shall be delivered personally, by recorded delivery or by commercial courier, to the registered address of the party.

17.2 Please note that any notice given by either party will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

#### **18. GOVERNING LAW AND JURISDICTION**

18.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation, including non-contractual disputes or claims.