GetData® Forensics Pty Ltd ("GetData") – ACN: 143458039

IMPORTANT – END USER LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING FORENSIC EXPLORER ("the SOFTWARE"). BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND TO THE TERMS AND CONDITIONS OF THIS LICENSE SET OUT BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW, DO NOT INSTALL AND/OR USE THE SOFTWARE. PLEASE TERMINATE INSTALLATION IMMEDIATELY AND DO NOT USE THE SOFTWARE.

1. Software covered by This License

1.1. This License agreement applies only to the version of the Forensic Explorer software package with which this agreement is included. Different License terms may apply to other software packages from GetData and License terms for later versions of Forensic Explorer may also be changed.

2. <u>General</u>

- 2.1. GetData is and remains the exclusive owner of the Software. You acknowledge that copyright in the Software remains at all times with GetData.
- 2.2. The Software and any other materials included under this License, are Licensed, not sold to you by GetData for use only under the terms of this Agreement.
- 2.3. GetData or its licensors own the Software, including all materials included with this package. GetData owns the names and marks of 'GetData,' and 'Forensic Explorer' under copyright, trademark and intellectual property laws and all other applicable laws.

3. <u>Permitted License Uses and Restrictions</u>

- 3.1. Subject to the terms and conditions of this License, a single License of the Software permits you to run a single Licensed instance of the Software. Where multiple Licenses have been purchased, the License permits you to run concurrent instances of the Software equal to the number of Licenses purchased.
- 3.2. You are solely responsible for the protection of your data, your systems and your hardware used in connection with the Software. GetData will not be liable for any loss or damage suffered from the use of the Software.
- 3.3. You and others are not permitted to copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify (except to the extent allowed in the documentation accompanying this Agreement) or remove or alter any proprietary legends contained in the Software.
- 3.4. You are not permitted to share the product activation information provided to you for this Software with other users.
- 3.5. You may not publicly display the Software or provide instruction or training for compensation in any form without the express written permission of GetData.
- 3.6. GetData reserves the right to check any and all License details at any time in any reasonable manner.
- 3.7. GetData may from time to time revise or update the Software and may make such revisions or updates available to you subject to payment of the applicable License fee.
- 3.8. The Software is protected under United States law and International law and International conventions and treaties. You may not rent, lease, lend, sell, redistribute or sublicense the Software without the express written permission of GetData.
- 3.9. If you purchase a site License, there will be terms and conditions listed in the appendix of the site License.

4. Disclaimer of Warranty

4.1. To the extent not prohibited by applicable law, by using the Software, you expressly agree that all risks associated with performance and quality of the Software is solely held by you. GetData shall not be liable for any direct, indirect, special or consequential damages arising out of the use or inability to use the software, even if GetData has been advised of the possibility of such damages.

- 4.2. To the extent not prohibited by applicable law, the Software is made available by GetData 'As Is' and 'With all Faults,' GetData or any GetData authorized representative does not make any representations or warranties of any kind, either expressly or implied concerning the quality, safety, accuracy or suitability of the Software, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement or that the Software is error free.
- 4.3. GetData or any GetData authorized representative makes no representations or warranties as to the truth, accuracy or completeness of any information, statements or materials concerning the Software.
- 4.4. No oral or written information or advice given by GetData or a GetData authorized representative shall create a warranty. Should the Software prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, the above exclusions and limitations may not apply to you.

5. <u>Limitation of Liability</u>

- 5.1. To the extent not prohibited by applicable law, in no event will GetData, its officers, employees, affiliates, subsidiaries or parent organisation be liable for any direct, indirect, special, incidental, exemplary, consequential or punitive damages whatsoever relating to the use of the Software.
- 5.2. Any and all data obtained from the use of the Software becomes the user's sole responsibility and liability.
- 5.3. Any and all data obtained from the use of the Software in any civil or criminal jurisdiction that results in wrongful conviction, erroneous charges, misrepresentation of data or death or any other civil or tortious wrong against a person, company, corporation or any other entity, GetData shall bear no liability for any death, wrongful conviction or any other civil or tortious wrong against a person, company, corporation space, company, corporation or any other entity.
- 5.4. Any and all data obtained from the use of the Software is the sole responsibility of the user. In the event the user misconstrues, misinterprets or misunderstands the data and causes it to be used in any and all civil or criminal jurisdictions, GetData shall bear no liability.
- 5.5. In no event will GetData's liability to you, whether in contract, tort (including negligence) or otherwise, exceed the amount paid by you for the License under this Agreement.
- 5.6. In the event that a company bearing the name of GetData operating as a separate legal entity, leases the Software to you, and you misconstrue, misinterpret or misunderstand the data that results in any wrongful conviction, erroneous charges, misrepresentation of data, death or any other civil or tortious wrong against a person, corporation or any other entity, GetData ACN: 143458039 shall bear no liability to you, the liability shall be borne by whatever company bearing the name of GetData operating as a separate legal entity.

6. Applicable Law

- 6.1. This Agreement and any dispute relating to the Software or to this Agreement shall be governed by the laws of the State of New South Wales and the Commonwealth of Australia, without regard to any other Country or State choice of law rules.
- 6.2. You agree and consent that jurisdiction and proper venue for all claims, actions and proceedings of any kind relating to GetData or the matters in this Agreement shall be exclusively in Courts located in NSW, Australia. If any part or provision of this Agreement is held to be unenforceable for any purpose, including but not limited to public policy grounds, then you agree that the remainder of the Agreement shall be fully enforceable as if the unenforced part or provision never existed. There are no third-party beneficiaries, or any promises, obligations or representations made by GetData therein.

7. <u>Export</u>

7.1. You acknowledge that the Software is subject to Australian export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software including destination restrictions issued by GetData.

8. <u>Termination</u>

8.1. This Agreement is effective on the date you receive the Software and remains effective until terminated. If you fail to comply with any and all terms set out above, your rights under this Agreement will terminate immediately

without notice from GetData. GetData may terminate this Agreement immediately should any part of the Software become or in GetData's reasonable opinion likely to become the subject of a claim of intellectual property infringement or trade secret misappropriation. Upon termination, you will cease use of and destroy all copies of the Software under your control and confirm compliance in writing to GetData.

9. Entire Agreement

9.1. This Agreement constitutes the entire Agreement between you and GetData relating to the Forensic Explorer Software herein. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement. No modification, amendment or addendum to this Agreement will be binding, unless it is set out in writing and signed by an authorized representative of each party.

10. Translations

10.1. This agreement is translated into other languages. It is the English version which is the language that will be controlling in all respects. No version of this agreement other than English shall be binding or have any effect.