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This licence agreement (**Licence**) is a legal agreement between you (**you**) and MD5 Limited whose registered office is at Beaumont Accountancy Services First Floor, Enterprise House, 202-206 Linthorpe Road, Middlesbrough, Cleveland, TS1 3QW (**we** or **us**) for:

- computer software known as Virtual Forensic Computing or VFC (including software installed on a Dongle (as defined below) and any updates, supplements and/or related software which allows the term of this Licence to be extended, in each case as provided or made available by us), any output of services provided by us in relation to such software, and any associated media (including dongles supplied by us to allow use of such software (**Dongle**)) (**Software**); and
- printed materials and electronic documents (**Documents**),

whether acquired directly from us or indirectly from our authorised reseller or distributor. This Licence does not apply to any other software or materials.

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

OPERATING SYSTEM REQUIREMENTS: THIS SOFTWARE REQUIRES A PC RUNNING THE OPERATING SYSTEM WINDOWS 7 SP1 OR A LATER VERSION OF WINDOWS AND AN APPROPRIATE AMOUNT OF MEMORY FOR SOFTWARE OF THIS NATURE.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "I AGREE" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5 AND CLAUSE 6.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST CLICK ON THE "I DO NOT AGREE" BUTTON AND YOU MAY NOT ACCESS OR USE THE SOFTWARE OR DOCUMENTS.
- IF YOU ARE ENTERING INTO THIS LICENCE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST CLICK ON THE "I DO NOT AGREE" BUTTON BELOW AND YOU MAY NOT ACCESS OR USE THE

SOFTWARE OR DOCUMENTS UNLESS AND UNTIL SOMEONE WITH SUCH AUTHORITY CLICKS ON THE "I AGREE" BUTTON.

You should print a copy of this Licence for future reference.

1 Grant and scope of licence

- 1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence for the duration of the Term (as defined in clause 7.1).
- 1.2 You may:
- 1.2.1 download, install and use the Software for your legitimate investigatory purposes only;
 - 1.2.2 install the Software on any hardware used for your business purposes, but use the Software only on a piece of hardware to which a Dongle is connected at the time of use;
 - 1.2.3 provided you comply with the provisions in clause 2, make copies of the Software for back-up purposes;
 - 1.2.4 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors and/or allowing an extension of the term of this Licence, as may be provided by us from time to time; and
 - 1.2.5 use any Documents in support of the use permitted under clause 1.2.1 and make such copies of the Documents as are reasonably necessary for its lawful use.
- 1.3 We or our authorised reseller or distributor will provide, or make available for download, a copy of the Software and Documents, and will provide a Dongle which is required to use the Software.

2 Restrictions

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- 2.1.1 not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (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;
- 2.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.6 to supervise and control use of the Software and ensure that the Software is used only in accordance with the terms of this Licence;
- 2.1.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- 2.1.8 not to provide or otherwise make available the Software in whole or in part (including without limitation program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and

2.1.9 to comply with all applicable technology control or export laws and regulations, and otherwise not to use the Software in any way which breaches any applicable local, national or international law.

2.2 You acknowledge that you are responsible for obtaining, and complying with, an appropriate licence for the use of any software other than the Software.

3 **Modifications and maintenance releases**

3.1 We reserve the right to modify the Software from time to time and may make any such modification available to you. If you implement any such modification, it shall form part of the Software. If we so require, you shall install a modification as soon as reasonably practicable after we provide it or make it available to you.

4 **Intellectual property rights**

4.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

4.2 You acknowledge that you have no right to have access to the Software in source code form.

5 **Limited warranty**

5.1 We warrant that the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents for a period of sixty days from the date of your receipt of the Software (**Warranty Period**).

5.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including without limitation sufficient information to enable us to recreate the defect or fault.

5.3 The warranty does not apply:

5.3.1 if the defect or fault in the Software results from you having altered or modified the Software; and

5.3.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence.

5.4 Save as expressly set out in this Licence, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including without limitation the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

6 **Limitation of liability**

6.1 You acknowledge that the Software has not been developed to meet your individual requirements, including without limitation 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 as described in the Documents meet your requirements.

6.2 Subject to clause 6.4, we shall not in any circumstances whatever be liable to you, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

6.2.1 loss of profits, sales, business, or revenue;

6.2.2 business interruption;

6.2.3 loss of anticipated savings;

6.2.4 loss or corruption of data or information; or

6.2.5 loss of business opportunity, goodwill or reputation,

where any of the losses set out in clause 6.2.1 to clause 6.2.5 are direct or indirect; or

6.2.6 any special, indirect or consequential loss, damage, charges or expenses.

6.3 Subject to clause 6.4, other than the losses set out in clause 6.2 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract,

tort (including without limitation negligence) or otherwise, shall in all circumstances be limited to a sum equal to £5,000.

6.4 Nothing in this Licence shall limit or exclude our liability for:

6.4.1 death or personal injury resulting from our negligence;

6.4.2 fraud or fraudulent misrepresentation; or

6.4.3 any other liability that cannot be excluded or limited by English law.

6.5 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7 **Term and termination**

7.1 The **Term** shall commence on the date on which you accept the terms of this Licence, and shall continue from an initial period of 12 months from such date. Thereafter, provided we continue to offer to license the Software (and the version of the Software used by you) to customers, you may extend the Term for one or more further periods of 12 months by notifying us or our authorised reseller or distributor and paying the relevant licence fee before the expiry of the current period (or at such other time as we may agree). The Term shall end on the last date of such initial period or any further period(s), or on any earlier date on which this Licence terminates in accordance with this clause 7, clause 9.1 or 9.5.

7.2 In the event of the Term being extended in accordance with clause 7.1, you must activate the Software for such extension by updating the software on the Dongle using your hardware and either an online synchronisation process or downloadable software which we will make available to you.

7.3 We may terminate this Licence immediately by written notice to you if:

7.3.1 in our reasonable opinion you are or are likely to be in breach of clause 2.1.9 or are otherwise using the Software in a way which may damage the good name, goodwill and/or reputation of us or the Software;

7.3.2 you commit a material or persistent breach of any other provision of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

7.3.3 you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business.

7.4 On expiry or termination for any reason:

7.4.1 all rights granted to you under this Licence shall cease;

7.4.2 you must immediately cease all activities authorised by this Licence; and

7.4.3 you must immediately and permanently delete or remove the Software from all computer equipment in your possession.

7.5 Following expiry or termination, any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect. Expiry or termination of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

8 **How we may use your personal information**

8.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our privacy notice found at <https://www.vfc.uk.com/privacy-notice>, and it is important that you read that information.

9 **Other important terms**

9.1 *Licence update.* We may update the terms of this Licence at any time by giving you written notice. If you do not wish to accept the terms of the Licence as varied then you must give us or our authorised reseller or distributor written notice of this fact within 30 days of your receiving notice of the update. In such event, this Licence will terminate and we will

reimburse you a pro rata amount reflecting the licence fee for the remainder of the current period which you have paid in advance. Otherwise, your lack of giving such notice and/or continued use of the Software and Documents following the notice from us shall constitute your acceptance to the terms of this Licence, as varied.

9.2 *Assignment and other dealings.*

9.2.1 You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Licence without our prior written consent.

9.2.2 We may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights under this Licence.

9.3 *Entire agreement.* This Licence and any document expressly referred to in it or which refers to the Software (including without limitation any related purchase order and/or other contract documentation relating to the supply of the Software or otherwise setting out the licence fee and related payment terms) constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter. You agree that you 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 Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

9.4 *No waiver.* If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.

9.5 *Force majeure.* Neither party shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence or otherwise in relation to the Software if such delay or failure result from events, circumstances or causes beyond a party's reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, epidemic or pandemic, war, terrorism, riot, civil

commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Licence by giving 7 days' written notice to the affected party.

9.6 *Confidentiality*

9.6.1 Each party undertakes that it shall not at any time during this Licence, and for a period of two years after termination of this Licence, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

9.6.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Licence. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.6; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.6.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Licence.

9.7 *Variation.* No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.8 *Severance.* If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or

part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

9.9 *Notices.*

9.9.1 Any notice or other communication given to a party under or in connection with this Licence shall be in writing, addressed to that party at its registered office or such other address (including email address) as that party may have given as a contact address in relation to this Licence or use of the Software, and shall be delivered personally, or sent by pre-paid first class post, other next working day delivery service, commercial courier, or email.

9.9.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed; and if sent by email, at 9.00 am on the next business day after sending in the absence of an automated notification of delivery failure. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, a business day shall mean a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

9.10 *Third party rights.* No one other than a party to this Licence and their permitted assignees shall have any right to enforce any of its terms.

9.11 *Governing law and jurisdiction.* 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 governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).