

FORENCIAN

Academic Use License

Terms and Conditions

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These Academic Use License Terms and Conditions (the “Terms”) govern access to and use of the Forencian application by accredited academic institutions. The Forencian application is owned and made available by ADecTec (“ADecTec,” “we,” “us,” or “our”). ADecTec offers Forencian to eligible colleges, universities and schools free of charge, solely for teaching and research, on the conditions set out below.

PLEASE READ THESE TERMS CAREFULLY. By downloading, installing, accessing or using Forencian, or by permitting any Authorized User to do so, the Institution agrees to be bound by these Terms. The individual accepting these Terms on behalf of the Institution represents that he or she has the authority to bind the Institution. If the Institution does not agree to these Terms, it must not access or use Forencian.

1. Definitions

In these Terms, the following capitalized terms have the meanings given below:

- (a) **“Academic Purpose”** means (i) classroom instruction, coursework, laboratory exercises, student projects, theses and dissertations, and (ii) non-commercial academic research conducted by the Institution whose results are intended for publication or for the advancement of knowledge, in each case without any fee, compensation or commercial benefit derived from the use of Forencian.
- (b) **“Authorized User”** means a faculty member, instructor, researcher, staff member or currently enrolled student of the Institution who accesses Forencian under the Institution’s license and solely for an Academic Purpose.
- (c) **“Commercial Use”** means any use of Forencian, in whole or in part, directly or indirectly, to generate revenue or provide value to any third party for consideration, including consulting, advisory, analytics, implementation, managed or outsourced services, contract or sponsored work whose deliverables are commercial products or services, the development of commercial solutions, or any use for the benefit of a for-profit entity.
- (d) **“Documentation”** means any user guides, technical specifications, sample data and other materials provided by ADecTec with Forencian.
- (e) **“Forencian”** means the Forencian application, including its source code, object code, models, algorithms, configurations, Documentation, and any updates or new versions that ADecTec may make available under these Terms.
- (f) **“Institution”** means the accredited college, university, school or other non-profit educational or research institution that accepts these Terms.

- (g) **“Modifications”** means any change, improvement, enhancement, extension, bug fix, adaptation, translation, derivative work or other alteration of Forencian, or any part of its code base, made by or on behalf of the Institution or any Authorized User, together with all related source code, documentation and technical information.
- (h) **“Publication”** means any paper, article, thesis, dissertation, book, chapter, conference presentation, poster, report, dataset, website, or other public or academic dissemination of work that was produced using, or that describes or relies on, Forencian.
- (i) **“ADecTec”** means Applied Decision Technologies Incorporated (www.adectec.com).

2. Grant of License

2.1 Academic License. Subject to the Institution’s continuing compliance with these Terms, ADecTec grants the Institution a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to install, access, use, study and modify Forencian, and to permit Authorized Users to do the same, solely for Academic Purposes.

2.2 No Fee. Forencian is provided free of charge under these Terms. ADecTec has no obligation to provide support, maintenance, updates, training or hosting, but may choose to do so at its sole discretion.

2.3 Reservation of Rights. All rights not expressly granted in these Terms are reserved by ADecTec. No license or other right is granted by implication, estoppel or otherwise.

3. Eligibility and Registration

3.1 This license is available only to accredited or recognized non-profit educational and research institutions. ADecTec may require the Institution to register, identify a responsible faculty or staff contact, and provide reasonable information to confirm eligibility.

3.2 The Institution is responsible for ensuring that all Authorized Users are informed of and comply with these Terms, and is liable for any act or omission of an Authorized User that would breach these Terms if done by the Institution.

4. Permitted Use and Restrictions

4.1 Teaching and Research Only. Forencian may be used solely for Academic Purposes. Any other use is prohibited.

4.2 No Commercial Use. The Institution and its Authorized Users shall not use Forencian, any Modifications, or any output generated by Forencian for any Commercial Use. Without limitation, the Institution shall not use Forencian to provide consulting, advisory, analytical or solutions services to any company or other third party, whether or not for a fee, nor in connection with industry-sponsored engagements whose purpose is to deliver commercial results to the sponsor. Use in collaboration with an industry partner requires ADecTec’s prior written consent.

4.3 No Incorporation into Other Software. The Institution shall not incorporate, embed, link, merge, combine or include Forencian or any portion of its code base (including any Modifications) into any other

software, application, platform, library or system developed, maintained or distributed by or at the Institution, whether by its faculty, staff, students, affiliated laboratories, centers, spin-out companies or contractors.

4.4 Except as expressly permitted in these Terms, the Institution shall not, and shall not permit any person to:

- (a) sell, rent, lease, lend, sublicense, distribute, publish, host for third parties, or otherwise make Forencian or its source code available to any person other than Authorized Users;
- (b) offer Forencian, or any functionality of Forencian, as a service to any third party;
- (c) remove, alter or obscure any copyright, trademark, attribution or other proprietary notice contained in Forencian;
- (d) use Forencian to develop a product or service that competes with Forencian or any ADecTec offering;
- (e) use Forencian in violation of any applicable law or regulation, or of any third party's rights; or
- (f) assign, transfer or otherwise dispose of any rights under these Terms.

5. Modifications and Improvements

5.1 Disclosure to ADecTec. The Institution shall make all Modifications available to ADecTec, in source code form together with any related documentation, promptly after they are made and in any event within thirty (30) days after (i) the completion of the course, project or research activity in which the Modification was created, or (ii) ADecTec's written request, whichever occurs first. Modifications shall be delivered by the method reasonably designated by ADecTec (for example, a code repository or secure file transfer).

5.2 Unrestricted Rights for ADecTec. The Institution, on its own behalf and on behalf of its Authorized Users, hereby grants to ADecTec a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive, transferable and sublicensable license, without any restriction, to use, copy, modify, create derivative works of, incorporate into Forencian or any other product, distribute, sell, license, commercialize and otherwise exploit all Modifications for any purpose. ADecTec has no obligation to pay any compensation, provide attribution, or account to the Institution or any Authorized User for its use of Modifications.

5.3 Authority and Consents. The Institution shall ensure, through its intellectual property policies, written agreements or otherwise, that it has obtained from each Authorized User and any other contributor all rights and consents necessary to grant the license in Section 5.2. The Institution represents that Modifications delivered to ADecTec will not, to its knowledge, infringe any third party's rights and will not include third-party code subject to terms that would restrict ADecTec's use of the Modifications.

5.4 Modifications Remain Subject to These Terms. The Institution may use Modifications only for Academic Purposes and only in accordance with these Terms. Modifications may not be distributed outside the Institution or incorporated into other software, consistent with Section 4.

6. Publications and Attribution

6.1 Freedom to Publish. ADecTec supports academic freedom. The Institution and its Authorized Users may publish the results of teaching and research activities conducted using Forencian, subject to this Section 6 and to the protection of ADecTec's Confidential Information under Section 8.

6.2 Required Attribution. Every Publication shall include a clear and prominent reference to the Forencian application and to ADecTec, in the acknowledgments, methods or references section as appropriate. Unless ADecTec specifies otherwise, the reference shall be substantially in the following form:

"This work was conducted using the Forencian application, developed by Applied Decision Technologies, Inc. (ADecTec) (<https://www.forencian.com> | <https://www.adectec.com>), made available under the Forencian Academic Use License."

6.3 Notice of Publication. The Institution shall provide ADecTec with a copy of, or a citation and link to, each Publication within thirty (30) days after it becomes publicly available.

6.4 No Endorsement. Attribution does not imply that ADecTec endorses, reviewed or validated any Publication or its conclusions. The Institution shall not use the names, logos or trademarks of ADecTec or Forencian in any other manner, including any statement suggesting endorsement, without ADecTec's prior written consent.

7. Ownership and Intellectual Property

7.1 Forencian, including all intellectual property rights in it, is and shall remain the exclusive property of ADecTec and its licensors. These Terms do not transfer any ownership interest in Forencian to the Institution or any Authorized User.

7.2 "Forencian" and "ADecTec," and their associated logos, are trademarks of ADecTec. Except for the attribution required in Section 6, no right to use them is granted.

7.3 Subject to Section 5, the Institution retains ownership of its own research data, course materials and the scholarly content of its Publications.

8. Confidentiality

8.1 The source code, algorithms, models, internal architecture and non-public Documentation of Forencian constitute ADecTec's confidential and proprietary information ("Confidential Information"). The Institution shall protect Confidential Information with at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care, and shall disclose it only to Authorized Users who need access for an Academic Purpose.

8.2 Publications may describe the use of Forencian, the methods applied and the results obtained, but shall not disclose Forencian source code or other Confidential Information without ADecTec's prior written consent.

9. Data and Privacy

9.1 The Institution is solely responsible for the data it uses with Forencian, including obtaining all permissions, consents and approvals (including institutional review board or ethics approvals, where applicable) required to collect and process such data, and for compliance with applicable privacy and data protection laws.

9.2 The Institution shall not use confidential or proprietary data of any commercial third party with Forencian except as permitted by that third party and consistent with Section 4.

10. Disclaimer of Warranties

10.1 FORENCIAN IS PROVIDED FREE OF CHARGE, “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADECTEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY THAT FORENCIAN WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED. RESULTS GENERATED BY FORENCIAN ARE NOT GUARANTEED AND MUST BE INDEPENDENTLY VERIFIED.

11. Limitation of Liability

11.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ADECTEC OR ITS AFFILIATES, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, RESEARCH RESULTS, PROFITS, REVENUE OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR FORENCIAN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADECTEC’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR FORENCIAN SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

12. Indemnification

12.1 To the extent permitted by the laws applicable to the Institution, the Institution shall defend, indemnify and hold harmless ADecTec and its affiliates, officers and employees from and against any claims, losses, damages, liabilities and expenses (including reasonable attorneys’ fees) arising out of (i) any use of Forencian by the Institution or its Authorized Users in breach of these Terms, including any Commercial Use, or (ii) any data or materials the Institution uses with Forencian.

13. Term and Termination

13.1 These Terms take effect when the Institution first accepts them or first accesses Forencian, and continue until terminated in accordance with this Section.

13.2 The Institution may terminate these Terms at any time by ceasing all use of Forencian and giving written notice to ADecTec.

13.3 ADecTec may suspend or terminate the license, in whole or in part, (i) immediately upon written notice if the Institution or any Authorized User breaches these Terms, including Sections 4, 5, 6 or 8, or (ii) for convenience upon thirty (30) days' written notice.

13.4 Upon termination, the Institution shall promptly cease all use of Forencian, deliver to ADecTec any Modifications not previously delivered, and delete or destroy all copies of Forencian and its Confidential Information in its possession or control, and shall certify such deletion upon request. Students may retain copies of their own completed academic work, provided such work does not include Forencian source code.

13.5 Sections 1, 4.3, 5, 6, 7, 8, 10, 11, 12, 13.4, 14, 15 and 16, and any other provisions that by their nature are intended to survive, shall survive termination.

14. Compliance with Laws and Export Control

14.1 The Institution shall comply with all applicable laws and regulations in its use of Forencian, including export control and economic sanctions laws. The Institution shall not export, re-export or provide access to Forencian to any person or destination prohibited under such laws.

15. Governing Law and Dispute Resolution

15.1 These Terms are governed by the laws of the State of Georgia, United States of America, without regard to its conflict-of-laws principles. The state and federal courts located in Gwinnett County, Georgia shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and each party consents to such jurisdiction, except that ADecTec may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

15.2 Where the Institution is a public body that is prohibited by law from agreeing to the foregoing governing law, venue or indemnification provisions, those provisions shall apply only to the extent permitted by the law applicable to the Institution.

16. General Provisions

16.1 Changes to These Terms. ADecTec may update these Terms from time to time by posting a revised version on www.forencian.com and updating the "Last Updated" date. Continued use of Forencian after a revised version is posted constitutes acceptance of the revised Terms. Material changes will apply prospectively.

16.2 Entire Agreement. These Terms, together with any written registration or supplemental agreement signed by ADecTec, constitute the entire agreement between the parties regarding the academic use of Forencian and supersede all prior understandings on that subject. In the event of a conflict, a signed supplemental agreement prevails.

16.3 Commercial Licensing. Any use of Forencian outside the scope of these Terms, including any Commercial Use, requires a separate written commercial license from ADecTec.

16.4 Severability. If any provision of these Terms is held unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

16.5 No Waiver. No failure or delay by ADecTec in exercising any right shall operate as a waiver of that right.

16.6 Assignment. The Institution may not assign or transfer these Terms without ADecTec's prior written consent. ADecTec may assign these Terms at any time.

16.7 Notices. Notices to ADecTec under these Terms shall be sent in writing to the contact below. Notices to the Institution may be sent to the contact provided at registration.

17. Contact Information

Questions about these Terms, requests for consent, delivery of Modifications and notices of Publication should be directed to:

ADecTec — Forencian Academic Program

1810 Briergate Drive, Duluth, GA 30097

Email: HR@adectec.com

Website: www.forencian.com

18. Acceptance and Sign-Off

By signing below, the undersigned authorized representative confirms that he or she has read and understood these Terms and Conditions, has the authority to bind the Institution, and that the Institution agrees to be bound by these Terms as of the date written below.

FOR THE INSTITUTION

Institution Name: _____

Address: _____

Authorized Signatory: _____

Title / Position: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

FACULTY / DEPARTMENT CONTACT (if different from above)

Name: _____

Department: _____

Email: _____

*Please return a signed copy to **HR@adectec.com**. A countersigned copy will be returned to the Institution for its records.*