File Investigator API for MS Windows
Maintenance Agreement

IMPORTANT-READ CAREFULLY: The following is a binding legal agreement between you, as the Licensee and user of the File Investigator Application Programming Interface ("FIAPI") for MS Windows, and Forensic Innovations, Inc.. Your purchase of the FIAPI Maintenance Agreement for MS Windows ("Agreement") indicates that you, on your own behalf and on behalf of your company or other legal entity using the Agreement and all whom you permit to utilize the Agreement, accept these Terms.

1.   General. This Agreement is an addition to the Terms of Use agreement ("Use Agreement"; included in the FIAPI for MS Windows) agreed upon when you purchased the FIAPI for MS Windows. This Agreement is incorporated into and shall be subject to all the terms of the Use Agreement; however, in the event of any conflict between the Use Agreement and this Agreement, the terms of this Agreement shall control. All capitalized terms not defined herein have the definition for such terms set out in the Use Agreement.

2.   Definitions. A "Customer" is the person or company who has paid for the FIAPI for MS Windows and subsequently has paid for this Agreement. The "Effective Date" is the date in which this Agreement is purchased and the Agreement goes into effect. A "Version" is any version of the FIAPI for MS Windows released by Forensic Innovations, Inc. designated, in Forensic Innovations, Inc.'s sole discretion, with a version number where the number to the left or right of the first decimal point is different. A "Release" is a new version, of the FIAPI for MS Windows, released quarterly by Forensic Innovations, Inc. and designated by Forensic Innovations, Inc., at its sole discretion, with a version number changed to the right of the first decimal point. An "Update" is a new version, of the FIAPI for MS Windows, released by Forensic Innovations, Inc. following the Effective Date, within the current quarter of the current Release and designated by Forensic Innovations, Inc., at its sole discretion, with a version number changed to the right of the second decimal point.

3.   Product Upgrades. Forensic Innovations, Inc. shall provide, to Customer, Releases and Updates to versions licensed by Customer for the life of this Agreement.

4.   Support.

4.1   Product Updates and Services. Forensic Innovations, Inc. shall provide to Customer Updates and the following services ("Support"): Forensic Innovations, Inc. shall provide technical support for the FIAPI for MS Windows to up to 2 named Customer software engineers between the hours of 9:00am and 5:00pm Eastern time, Monday through Friday, excluding Forensic Innovations, Inc.-observed holidays. Customer may change the names of the designated engineers at reasonable intervals. Forensic Innovations, Inc. shall provide Support to only 1 subsidiary of 1 company.
Forensic Innovations, Inc. shall respond to each Trouble Report ('Report') within 48 hours of receiving the Report at Support@ForensicInnovations.com. Each Report shall be resolved within 2 weeks of receiving the Report, if the Customer provides sufficient information and/or example computer files for Forensic Innovations, Inc. to reproduce the reported problem. If an Update must be built to resolve the Report, then the Update shall be provided within 2 weeks of receipt of the Report. Requests for new file formats to be added will receive a quote for new work to be performed outside of this agreement. Improving an existing File Format, which does not yet include Metadata support, to include Metadata support constitutes the addition of a new Format.

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Forensic Innovations, Inc. shall provide regularly scheduled quarterly Releases, which will include any bug fixes and new features.

4.2   Scope of Coverage. Forensic Innovations, Inc. only provides Support for: (a) the then-current Version, and (b) the immediately preceding Version for a period of 3 months following the release of the then-current Version. Support does not include service required as a result of: (a) any modification, reconfiguration or maintenance of the FIAPI for MS Windows not performed by Forensic Innovations, Inc., (b) any use of FIAPI for MS Windows on a non-standard IBM PC compatible system, (c) any software other than the FIAPI for MS Windows as defined herein, or (d) any hardware.

4.3   Termination of Support. Customer may terminate this Agreement early upon 30 days written notification to Forensic Innovations, Inc.. If Customer terminates Support as a result of Forensic Innovations, Inc.'s material breach of the terms of this Agreement and such breach continues for 30 days after written notification, Customer's sole and exclusive remedy will be to receive a refund in an amount equal to the Agreement purchase fee multiplied by a fraction, the numerator of which is the number of months remaining in the then-current 12-month period and the denominator of which is 12. Written notifications must be sent to the following address.

Forensic Innovations, Inc.
124 Quail Creek Circle
Saint Johns, FL 32259, USA

5.   Termination. The termination of this Agreement or of the services hereunder will not terminate or otherwise affect the FIAPI for MS Windows Use Agreement. However, this Agreement will automatically terminate upon termination of the FIAPI for MS Windows Use Agreement. Sections 5, 6, 7 and 8 of this Agreement will survive termination of this Agreement. This Agreement will automatically terminate, and be subject to renewal, 1 year from the purchase date of this Agreement.

6.   Warranty. Forensic Innovations, Inc. warrants that all work done pursuant to this Agreement will be performed in a professional and workmanlike manner consistent with industry standards. Customer's sole remedy for breach of such obligation will be for Forensic Innovations, Inc. to re-perform the Services at no charge.

7.   Indemnification. Forensic Innovations, Inc. shall indemnify Customer and any person, company, corporation or other entity and hold them harmless from any loss, claim, liability, costs or expenses (including attorney's fees) or damage or settlement thereof, arising out of this Agreement or Services to be performed under this Agreement to the extent that such loss, claim or damage arises out of personal injury or property damage caused by the negligence or intentional acts of Forensic Innovations, Inc..

8.   Limitation of Liability. IN NO EVENT SHALL FORENSIC INNOVATIONS, INC., ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS INFORMATION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE

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Maintenance Agreement

THE FORENSIC INNOVATIONS SOFTWARE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF FORENSIC INNOVATIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY INDICATING YOUR ACCEPTANCE OF THE TERMS (BY PURCHASING THIS AGREEMENT) YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES.