End-User License Agreement (EULA)

This End-User License Agreement ("EULA") is a legal agreement between you ("You" or "User") and MD5 Limited

This EULA agreement governs your acquisition and use of Virtual Forensic Computing (hereafter "VFC") software ("Software") directly from MD5 Ltd or indirectly through a MD5 Ltd authorized reseller or distributor (a "Reseller"); or is a legal agreement between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("You" or "User" or "Ordering Activity") and the GSA Multiple Award Schedule Contractor acting on behalf of MD5 Ltd.   All references to MD5 Ltd. herein shall be deemed references to GSA Schedule Contract Holder. For avoidance of doubt, nothing herein shall establish privity of contract between MD5 Ltd. and the Ordering Activity.

Please read this EULA agreement carefully before completing the installation process and using the VFC software. By pressing the "I Agree" button you enter into the terms of this binding contract between you and MD5 Ltd and It provides a license to use the VFC software and contains warranty information and liability disclaimers and constitutes acceptance of the terms of this License Agreement

If you do not agree with the terms of the license, Choose the "I Do Not Agree" button and/or exit the installation of VFC.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by MD5 Limited herewith regardless of whether other software is referred to or described herein. The terms also apply to any MD5 Ltd updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

MD5 Ltd hereby grants you a limited, non-transferable, non-exclusive license to use VFC software on your devices in accordance with the terms of this EULA agreement.

You are permitted to load the VFC software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the VFC software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things

- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose

- Allow any third party to use the Software on behalf of or for the benefit of any third party

- Use the Software in any way which breaches any applicable local, national or international law

- Use the Software for any purpose that MD5 Limited considers is a breach of this EULA agreement

VFC Usage

VFC is licensed for legitimate investigatory purposes only.
By accepting this agreement, the user is confirming that they are:
1. Using VFC in compliance with the laws of your jurisdiction.
2. Using VFC for a legitimate investigatory purpose
3. Accepting responsibility for compliance with third party software licenses and have permission to use third party software for investigatory purposes

Support:

MD5 Ltd reserves the right to modify the Software from time to time without obligation to notify you, or any other person or organization of such revision or change.

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Limited Warranty

MD5 LTD.   WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING,TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL MD5 LTD SOFTWARE, INCLUDING THE IMAGES AND/OR COMPONENTS, IS PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER MD5 LTD OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF

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This agreement is governed by United States Federal law.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them.   A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f)

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and will survive any termination of this EULA agreement.