

End User Licence Agreement

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1. Introduction

1.1. This Licence Agreement (“Agreement”) is an agreement between you and Digital Detective Group Limited (“Digital Detective”). Please read these terms carefully before downloading, installing or using any software and applicable documentation supplied by Digital Detective (the “Software”). These terms govern your rights and obligations relating to the use of the Software.

1.2. “Licensee” means the individual or legal entity that purchases, downloads, installs or otherwise acquires the Software from Digital Detective or through a reseller or distributor.

1.3. A “User” means any end user authorised to use the Software. A User may include employees, contractors, or other authorised personnel of the entity to which the Software is licensed.

1.4. A “Person” means any individual, partnership, firm, trust, corporation, company, government, governmental body, or other legal entity.

1.5. An “Affiliate” means, in relation to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with that Person.

1.6. By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement.

1.7. If you do not agree to the terms of this Agreement, you must not download, install or use the Software.

1.8. Purchase Orders and Procurement Terms: If the Software is supplied pursuant to any purchase order, procurement document, vendor portal, security questionnaire or similar document issued by the Licensee, such document shall be deemed to be issued solely for administrative or billing purposes. The Software is licensed solely subject to this Agreement and any additional or conflicting terms proposed by the Licensee are expressly rejected unless agreed in writing by an authorised representative of Digital Detective.

1.9. Reseller and Distributor Transactions: Where the Software is supplied through a reseller or distributor, the reseller or distributor acts solely as an independent sales channel. The reseller or distributor is not authorised to modify this Agreement, grant additional rights in the Software, or bind Digital Detective to any additional contractual terms. Any terms agreed between the Licensee and a reseller or distributor apply solely to the commercial transaction between those parties and shall not modify or supersede this Agreement.

1.10. Customer Policies and Requirements: Any internal policies, procurement rules, security requirements, or supplier onboarding conditions of the Licensee shall not modify or form part of this Agreement unless expressly agreed in writing by Digital Detective.

1.11. Order of Precedence: In the event of any conflict between this Agreement and any purchase order, procurement document, reseller agreement, customer policy, or other document, the terms of this Agreement shall prevail unless expressly agreed otherwise in a written agreement signed by an authorised representative of Digital Detective.

2. Licence

2.1. Free Tools: Certain software distributed by Digital Detective may be provided free of charge (“Free Tools”). Free Tools may be used without payment for lawful purposes but remain subject to the terms of this Agreement. Digital Detective may modify, withdraw, or discontinue Free Tools at any time without notice. Free Tools are provided “as is” without any warranty or support obligation.

2.2. Evaluation Licences: Evaluation versions of the Software may be supplied for the purpose of assessing the Software prior to purchase. Evaluation licences permit use of the Software for a limited period, typically thirty (30) days from the date of supply. Unless a full licence is purchased, all copies of the evaluation Software must be removed at the end of the evaluation period.

2.3. Static EndUser PC Licence

a) A single Static EndUser PC Licence (Licence Key File) permits installation and use of one copy of the Software on a single computer. The licence may not be shared between multiple computers and may not be installed on a server system.

b) Use of the Software on a second computer such as a laptop requires a separate licence.

- c) Temporary transfer of licence key files between computers is not permitted.
- 2.4. USB Hardware Licence:
- a) Where the Software is licensed using a USB hardware dongle, the Software may be installed on multiple computers but may only be used when the USB dongle is connected to the computer running the Software.
- 2.5. Licences are nontransferable to third parties unless expressly permitted by Digital Detective.
- 2.6. The Software may not be rented, leased, lent, hosted for third parties, or otherwise provided as a service without written permission from Digital Detective.

3. Restriction on Use

- 3.1. A reasonable number of backup copies of the Software may be made solely for recovery purposes.
- 3.2. No additional copies may be made except as expressly permitted by this Agreement.
- 3.3. Documentation accompanying the Software may not be copied.
- 3.4. Copyright notices and proprietary markings may not be removed or altered.
- 3.5. Reverse engineering, decompiling, or disassembling the Software is prohibited except where permitted by applicable law.
- 3.6. No portion of the Software may be distributed to third parties without written consent.
- 3.7. The Software may not be used for training purposes without written permission from Digital Detective.
- 3.8. The Software must only be used in accordance with the licence granted in this Agreement.
- 3.9. The Software must not be made available on public bulletin boards, websites or similar services.
- 3.10. Licences purchased for educational purposes must not be used for commercial forensic services or evidential work.
- 3.11. Permitted Investigative Use: Notwithstanding any other provision in this Agreement, the Licensee is permitted to generate, distribute, and disclose reports, screenshots, and data exports produced by the Software solely for the purposes of:
 - a) active criminal or civil investigations;
 - b) legal proceedings, including expert witness reports and testimony; and
 - c) internal case management and peer review.
- 3.12. Restricted Commercial/Public Use: The Licensee shall not publish, distribute, or disclose any benchmark analysis, technical screenshots of the Software's internal logic/UI, or materials derived from the Software in any public marketing material, commercial training course, or public-facing publication without the prior written consent of Digital Detective.
- 3.13. No Endorsement: The Licensee shall not represent, expressly or by implication, that any findings, interpretations, or conclusions produced using the Software are endorsed, verified, or certified by Digital Detective.

4. Intellectual Property

- 4.1. All copyright, patents, trademarks and other intellectual property rights in the Software and associated documentation remain the property of Digital Detective or its licensors.
- 4.2. Proprietary Technology: The Software contains proprietary technology, algorithms, methodologies and trade secrets belonging to Digital Detective. Nothing in this Agreement grants the Licensee or any third party the right to access, inspect or obtain the source code, internal design or proprietary methodologies of the Software. Digital Detective shall have no obligation to disclose such information in connection with any investigation or legal proceeding except where required by applicable law or a final order of a court of competent jurisdiction.

5. Termination

- 5.1. This Agreement is effective until terminated. It will terminate automatically if the Licensee fails to comply with any provision. Upon termination all copies of the Software must be destroyed.

6. Update Policy

- 6.1. Digital Detective may release updated versions of the Software from time to time. Updated versions may be made available to customers who have purchased update entitlements.

7. Warranty

- 7.1. The Software is provided as an investigative and analytical tool intended to assist trained professionals. Digital Detective does not warrant that the Software will identify, recover or interpret all available data or artefacts, nor that any results produced by the Software are complete, accurate or suitable for evidential purposes.
- 7.2. Digital Detective does not warrant that the Software will detect, recover, identify or correctly interpret all data, artefacts or activity that may exist on any digital device or media. Interpretation and use of the results produced by the Software is solely the responsibility of the User and not Digital Detective.
- 7.3. Expert Interpretation: The Software does not provide expert opinions or conclusions. Any analysis, interpretation, or conclusions drawn from information produced by the Software are the sole responsibility of the User or other qualified professional conducting the investigation.
- 7.4. The Software processes digital media and data which may be incomplete, corrupted or unstable. Digital Detective shall not be liable for any loss, corruption, alteration or destruction of data resulting from the use of the Software.
- 7.5. This warranty does not apply where the Software has been misused, modified, used with incompatible systems, or where failures arise from external factors.
- 7.6. The remedies set out in this clause constitute the Licensee's sole and exclusive remedies for any breach of warranty relating to the Software.

8. Limitation of Liability

- 8.1. Nothing in this Agreement limits liability for fraud or any liability that cannot be excluded by law.
- 8.2. Digital Detective shall not be liable for any indirect, incidental, special or consequential loss, including but not limited to loss of data, profits, revenue, business, goodwill, or anticipated savings.
- 8.3. Digital Detective's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation or otherwise, shall not exceed the amount paid by the Licensee for the Software licence.
- 8.4. Investigations and Proceedings: Digital Detective shall have no liability for any claim, loss or damage arising from or relating to the use of the Software in any investigation, legal proceeding or evidential analysis, including any conclusions or decisions made by the User or third parties based upon information produced by the Software.
- 8.5. Third-Party Systems and Workflows: Digital Detective shall not be liable for any loss, damage, or error arising from the integration, use, or reliance upon the Software in conjunction with any third-party software, scripts, automated workflows, forensic platforms, or case management systems.
- 8.6. Single Claim Limitation: The limitations and exclusions of liability in this Agreement apply to the Licensee and all Users collectively, and the total liability of Digital Detective shall not be increased by the involvement of multiple Users, investigators, organisations, or third parties.

9. Data Privacy

- 9.1. No Access to Evidence: The Licensee acknowledges that the Software is a locally installed tool. Digital Detective does not have access to, nor does it collect, store, or transmit any data or evidence processed by the Licensee using the Software. The Licensee remains the sole Data Controller for all such information.

10. Severability

- 10.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Third Party Rights

- 11.1. Nothing in this Agreement confers any rights on any third-party under the Contracts (Rights of Third Parties) Act 1999.

12. Entire Agreement

- 12.1. This Agreement constitutes the entire agreement between the parties relating to the Software and supersedes all prior or contemporaneous agreements, communications, representations, or purchase orders relating to the Software.
- 12.2. The Licensee confirms that it has not relied upon any statement, representation, assurance or warranty other than those expressly set out in this Agreement.

13. Assignment

13.1. The Licensee may not assign or transfer this Agreement without the prior written consent of Digital Detective.

14. Notices

14.1. All notices shall be sent to Digital Detective Group Limited, Motis Business Centre, Cheriton High Street, Folkestone, Kent, CT19 4QJ.

15. Expert Witness and Court Proceedings

15.1. Digital Detective is not a party to any investigation, litigation, or legal proceeding in which the Software is used. The use of the Software by the Licensee or any User does not create any obligation on Digital Detective to provide testimony, expert opinion, technical analysis, or other assistance in any legal or regulatory proceeding.

15.2. Digital Detective shall have no obligation to participate in any investigation, court proceeding, arbitration, or other dispute involving the Licensee or any third party unless separately agreed in writing under a paid professional services agreement.

16. Governing Law

16.1. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the English courts.