

iMazing End-User License Agreement

Enactment Date: 2021/08/03

THIS END-USER LICENSE AGREEMENT (HEREINAFTER "EULA" OR "AGREEMENT") CREATES A LEGALLY BINDING AGREEMENT BETWEEN YOU, AS AN END USER OF OUR SERVICES (HEREINAFTER "USER" OR "YOU"), AND DIGIDNA SARL (HEREINAFTER "COMPANY").

DO NOT INSTALL, COPY, ACCESS OR USE THE SOFTWARE UNTIL YOU HAVE READ AND AGREED TO THIS EULA.

THE SOFTWARE, AS DEFINED BELOW, IS PROTECTED BY COPYRIGHT, WHICH IS HELD BY DIGIDNA SARL.

THE SOFTWARE IS LICENSED, NOT SOLD. BY CLICKING THE "ACCEPT/AGREE" BUTTON, OR BY INSTALLING OR USING iMAZING, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING AGREEMENT AS WELL AS THE LICENSING POLICY LOCATED AT <https://imazing.com/licensing-policy> AND THE PRIVACY POLICY LOCATED AT <https://imazing.com/privacy-policy>.

PRIOR TO ANY INSTALLATION OF THE SOFTWARE, USER MUST VERIFY WHETHER THERE ARE ANY LEGAL PROHIBITIONS IN HER/HIS JURISDICTION PREVENTING HIM/HER FROM ENTERING INTO THIS AGREEMENT (AGE, LEGAL CAPACITY, ETC.) OR FROM USING THE SOFTWARE FOR ANY GIVEN REASON.

IF YOU DO NOT AGREE TO THE FOLLOWING TERMS OR IF YOU ARE NOT CERTAIN YOU COMPLY WITH THE LAW OF YOUR JURISDICTION, YOU MAY NOT USE OR INSTALL THE SOFTWARE.

The Software may only be used in accordance with the terms and conditions set out in this document.

1. Definitions

The following definitions apply to the terms and conditions included in this Agreement:

"Computer" refers to any personal computer (macOS/Windows) compatible with iMazing.

"Confidential Information" means all non-public information disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium in accordance with this Agreement, which is designated as so or that the Disclosing Party identifies as confidential and proprietary or that by the nature of the information disclosed or received and circumstances surrounding the disclosure or receipt should reasonably be expected to be confidential and proprietary information.

"Configurator Features" refers to the set of features available via the Configurator menu in iMazing.

"CLI Features" refers to the set of features available via iMazing's Command Line Interface.

"Documentation" refers to the user manuals for the Software and any other documents edited by Company and related to the Software.

"Free Features" refers to features that can be used with the Trial License.

"iMazing" is a cross-platform PC and Mac software for mobile device management developed by DigiDNA.

“Intended Purpose” refers to the purpose described in the documentation included in the iMazing Software package.

“Mobile Device” refers to any personal Apple mobile device (iPhone/iPad/iPod), compatible with iMazing.

“Premium Features” refers to features which require the activation of iMazing with a valid license code.

“Software” means iMazing, as well as all programs and information files and all documentation included in the iMazing Software package. The embedded iMazing Profile Editor and iMazing HEIC Converter software packages are subject to their own, entirely separate EULA.

2. Grant of License

2.1 General License Grant.

The number of items covered by this Agreement depends on the license you have purchased:

The Trial License: if You have not activated iMazing with a valid license code, iMazing is in trial mode and the Trial License applies. You may use, without any limitation in time, all Free Features made available to You.

The Legacy License: if You have obtained a legacy license, You may use the Premium Features of the Software on a limited number of Computers with an unlimited number of Mobile Devices. Such licenses are those purchased prior to 22 October 2020 (license codes starting with *id*). Legacy Licenses are tied to a specific major version of iMazing, major version updates being available at an additional fee.

The Device Lifetime License: if You have obtained a Device Lifetime license, all Premium Features are available with the Mobile Devices linked to the license (licensed devices). In addition, all iMazing updates are free of charge.

The Unlimited Devices License; the Business License; the Configurator License; and the CLI License: if You have subscribed to one of the previous licenses, you may Use iMazing on a limited number of Computers with an unlimited number of Mobile Devices.

Subject to the terms of this Agreement, Company grants You a revocable, non-exclusive, non-transferable, limited right to install and use the Software in accordance with the Documentation.

Only the Legacy License, the Business License, the Configurator License and the CLI License may be used in commercial, institutional or otherwise professional contexts.

Only the Configurator License grants use of Configurator Features.

Only the CLI License grants use of CLI Features.

You may not use the Software on non-PC products and devices, nor embed it in any other product, including, but not limited to, mobile devices, internet appliances, set top boxes (STB), handhelds, PDAs, phones, web pads, tablets, game consoles, TVs, gaming machines, home automation systems, or any other consumer electronics devices or mobile/cables/satellite/television or closed system based service.

The spyware analyzer C++ code published on <https://github.com/DigiDNA/iMazing-Malware-Analyzer> is derived from Amnesty International's open-source MVT project (<https://github.com/mvt-project/mvt>). In accordance with MVT's license, that code is published under the MVT License v1.1. Its use, and by extension the use of iMazing's spyware analyzer

feature, is also subject to MVT License 1.1 terms, which override the present agreement in the context of performing spyware checks with iMazing only.

2.2 Trial.

If You have not yet activated the software, the Trial License applies, You may use, without any limitations, all Free Features made available to You. Any Free Feature may become a Premium Feature at any time, without prior notification.

In addition, the Trial License may, from time to time and without any obligation for Company to maintain such access, grant You a restricted use of selected Premium Features.

2.3 Limitations.

The only rights granted by this Agreement are those specifically described in this article 2. Company does not intend to grant any other rights, whether implicitly or otherwise.

Company reserves all rights not expressly granted to you by this Agreement.

Company is under no obligation to update or adapt the Software.

3. Restrictions of Use

You shall use the Software strictly in accordance with the terms of this EULA and shall not, directly or indirectly, or allow any other third party to:

- decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software;
- make any modification, adaptation, improvement, enhancement, translation or create derivative work, or any license keys that you have obtained in any way from the Software;
- violate any applicable laws, rules or regulations in connection with your access or use of the Software;
- remove, alter or obscure any proprietary, trademarks, copyright markings or notices placed upon or contained within the Software;
- sell, resell, rent, lease, sublicense the Software, distribute, assign or transfer the Software or any copy thereof, without the explicit written consent of Company;
- use the Software for any other purpose than the Intended Purpose.

4. User's Obligations

4.1 Accuracy of User's Contact Information.

User agrees to give accurate, up-to-date and comprehensive information in order for Company to contact User regarding the Software or for any related purposes. In case of any modifications regarding User contact information (name, address, email address, phone number), User shall notify it to Company immediately.

4.2 Newsletter Notice.

You acknowledge that DigiDNA will send you important news regarding the product you purchased, any updates and/or amendments relating to the Software or this Agreement. These newsletters will always contain an "Unsubscribe" button. However, DigiDNA strongly advises all its Users to remain subscribed, unless they intend to never use the product again: newsletters may contain information about critical bug fixes, security enhancements, new

features of the purchased product or feature changes, and special renewal/upgrade offers.

4.3 User's Network and System.

User shall be solely responsible for:

installing, launching and maintaining all computer hardware, software, routers and any other communication devices at his own cost and expense;
entering into agreements with service providers for any necessary internet or telecommunications services at his own cost and expense.

4.4 License Code.

In case of theft or any reasonable suspicion of illegal use of User's license code, User must immediately report it to Company. A new license code will be delivered to You and the compromised license code will be disabled.

4.5 Compliance with Applicable Laws.

User must comply with all applicable laws regarding the use of the Software, including domestic laws applicable where User resides, and all relevant export laws and regulations.

5. Intellectual Property

The Software and the Documentation are property of Company and are protected by copyright laws and international treaties.

All intellectual property rights such as, but not limited to, patents, trademarks, copyrights, services rendered by Company or trade secret rights related to the Software are the property of and remains vested in DigiDNA.

This Agreement does not grant You any license to use such patents, trademarks, copyrights and/or trade secrets.

You agree that Company owns all rights, titles and interests in and to the Software and that You will not use the foregoing for any unlawful or infringing purpose.

6. Feedback

By submitting any information, opinion, suggestion, recommendation, enhancement request or any kind of feedback, You agree:

That feedbacks are not considered as Confidential Information;

That Company may have similar development ideas;

That Company is granted a royalty-free, fully-paid, worldwide, transferable, exclusive, sub-licensable, irrevocable and perpetual license to use in any manner or incorporate into its services and products such feedback without any compensation or whatsoever;

To renounce to all moral rights and not to assert them.

7. Privacy Statement

DigiDNA strives to protect the security and privacy of the Users of its products, and will strictly protect the security of User's personal information, within the confines of the DigiDNA domain.

The personal data you access with iMazing is stored on your own chosen storage devices, by default on your computer's main hard drive. DigiDNA has strictly no access to your files, and iMazing does not upload them to its servers or to third parties. The DigiDNA privacy statement can be found at <https://imazing.com/privacy-policy> and is incorporated to this Agreement by reference.

8. Confidentiality

Neither the Disclosing Party nor the Receiving Party shall disclose Confidential Information except as expressly authorized by this EULA. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care.

Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if the Receiving Party:

is compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure;
does so on a confidential basis to its advisors, accountants and auditors.

Liability will be held against each Party who shall be responsible for disclosing Confidential Information.

In case of such breach, the Disclosing Party shall be immediately notified.

9. Payment

9.1 Payment in General.

Subject to article 9.5, payment obligations are not revocable and paid fees are non-refundable.

The payment terms depend on the type of license that has been granted:

User must pay the Legacy License fees upfront (single payment). Significant updates of the Software give rise to additional fees in accordance with art. 9.3.

User must pay the Device Lifetime License upfront (single payment).

For the Unlimited Devices License, the Business License and the Configurator License, subscriptions fees are due on an annual basis, on the first day of the subscription period.

User waives all rights to refuse to pay any amounts payable under this EULA on the ground of counterclaim, set-off, alleged remittance or retention.

9.2 Payment failure

“Payment Failure” refers to any issue that occurs during payment processing. Such failure can be due to a failure in the processing itself, invalid payment details or insufficient funds.

In the event of a Payment failure in the context of the initial purchase of any license type, User shall not be delivered the requested license or license extension until the payment can be processed successfully.

Annual subscriptions (applicable to Unlimited Devices License; the Business License and the Configurator License): A remedy period is granted for Payment failures in the context of the renewal of an annual subscription. All fees or charges that could not be collected in due time shall be paid within seven (7) calendar days of receipt of written corresponding e-mail notification. Company's payment processor shall automatically make three attempts to process the payment and solve the Payment failure. If the payment is not made successfully and entirely within seven (7) calendar days, subscription shall be terminated automatically with immediate effect. In such an event, the Unlimited Devices License, Business License or Configurator License is automatically disabled and replaced by a Trial License.

9.3 Taxes.

Company's payment processor, i.e. Paddle.com Market Limited (hereinafter "Paddle") at the time of the issuance of this EULA, acts as the merchant of record for the observance and collection of all relevant sales tax. Company does not interfere or intervene in any way in the process.

Paddle, solely, should be held liable against any failure to comply with any applicable taxes.

9.4 Refunds

Refunds may be granted by Company if it considers that it is the only equitable remedy in the event the Software repeatedly fails to operate or cannot be installed, providing that every reasonable means to correct the issue has been applied. Such requests will only be granted if the refund is requested via a support ticket less than 30 days following the purchase of the license.

10. Term and Termination of Licensing

10.1 Effective Date.

This EULA is effective as of the first date You download, install, access and use iMazing, even if You have not explicitly accepted this EULA.

10.2 Company's Termination of the License.

In the event of a termination due to unresolved Payment Failure, the license for which Payment Failure has occurred becomes void, is disabled and automatically replaced by a Trial License. Article 10.4 shall apply.

If You breach this EULA and do not cure that breach within seven (7) calendar days after receipt of written notice of the breach, Company may terminate this EULA for just cause. In such event, your right to use the Software will terminate immediately and without notice. Article 10.4 shall apply.

Company reserves the right to solely terminate User's license at any time and for any or no reason with or without prior notice. Article 10.4 shall apply in any event.

10.3 User's Termination of the License.

User may terminate this Agreement at any time with written notice to Company. Article 10.4 shall apply in any event.

Upon the termination by User, if an annual subscription fee has been paid, the ongoing license remains valid until the end of the period for which such subscription fee has been paid. When

this period has elapsed, the license becomes void with immediate effect and is disabled accordingly.

10.4 Consequences of the Termination of the License.

As provided for in article 9.1 above, payments made by User are non-refundable and all fees and charges due prior to termination shall remain payable by User.

You must destroy all copies, full or partial, of the Software or at Company's request, return all Software and Documentation or any other materiel of iMazing in your possession. You will certify such deletion to Company upon request.

10.5 Survival.

Subject to the provisions of articles 2, 3 and 4 above, all provisions of this Agreement shall survive termination and remain in full effect.

11. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR OWN RISK AND THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR REMEDIES OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FUNCTIONALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS. DIGIDNA DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT DEFECTS OR ERRORS IN THE PACKAGE WILL BE CORRECTED. YOU TAKE RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND THE RESULTS OBTAINED FROM THE SOFTWARE.

12. Limitations of Liability

EXCEPT FOR FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY RELATED TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, PERSONAL INJURY, LOSS OF PRIVACY, PECUNIARY LOSS OR OTHER LOSS WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGARDLESS OF THE FORM OF ACTION, EACH PARTY'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY THE CUSTOMER FOR ANY CLAIMS UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY THE LAW.

13. Indemnification

You shall, at your own expense, indemnify and hold harmless Company from and against any third party claims, actions, liabilities losses, costs, expenses or damages (including attorney's fees) arising out or related to:

Your violations of this EULA;
Your unauthorized use of the Software; or
Any violation by You of applicable laws.

Company shall, at its own expense, indemnify and hold harmless You from and against any third party claims, actions, liabilities, losses, costs, expenses or damages (including attorney's fees) arising out or related to:

Infringement or misappropriation of intellectual property rights; or,
Any violation by Company of applicable laws.

14. Miscellaneous

14.1 Severability.

If any of the provisions of this Agreement are found to be null and void, the remaining provisions of this Agreement shall remain valid and shall continue to bind the Parties.

14.2 Waiver.

No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of or to enforce any rights granted this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14.3 Export Restrictions.

This license is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions, as well as any regulations of your place of residence.

14.4 Amendments.

Company is granting the right to unilaterally update this Agreement, as well as the right to amend the EULA from time to time. In case of an objection, User shall be entitled to notify Company of her/his intent to discontinue the EULA and unsubscribe. In the absence of such objection within 30 days, such amendment/update shall be deemed accepted by User.

Any disputes arising from this Agreement shall be resolved in accordance with the provisions in effect at the time the dispute occurred.

Refer to article 4.2 of this Agreement, regarding the notification of such amendments.

If You continue to use the Software after being notified of such amendments, You agree to be bound by this updated EULA.

14.5 Transferability.

You may assign any or all of Your rights and obligations under this EULA without Company's prior written approval (a) to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of it business or assets to which the Contract and these conditions relate, or (b) to an affiliate or member of your organization. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the

parties, their successors and permitted assigns.

15. Governing Law and Choice of Forum

This Agreement shall be governed and construed by Swiss law.

Courts of Geneva shall have sole jurisdiction over any disputes arising directly or indirectly in relation to this Agreement, be it a dispute in tort or in contract or for any other cause, including any dispute regarding its validity.

16. Contact Information

You may contact us for more information about the Software and other products or services by sending an e-mail. Please note that our website provides many services to our users that will allow us to respond to you more promptly than if we received an e-mail.

Website: <https://imazing.com>

Contact us: <https://imazing.com/contact>

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