

# Software / End-User License Agreement (EULA)

## General information

This license agreement concerns a software product called INCI.

The use of this software product developed and published by Dingard AB indicates your acceptance of this license agreement. If you do not agree to some of the terms, then do not purchase, install or use the product.

All licenses are limited, non-perpetual, non-transferable and non-exclusive.

## Definitions

INCI	The name of the software product.
Licensee	The business/authority/organization buying this software product.
Licensor	Dingard AB
MSI	An MSI file is a Microsoft Windows package that contains installation information for a particular software product, including files to be installed and installation locations. It may also be used to install updates and remove a specific software product.
RAM	<i>Random Access Memory</i> , a.k.a. the internal memory including volatile data.
Software	All or any portion of the computer software programs under this agreement and any subsequent amendments that may be added in the future. The term Software also includes any updates, modifications and enhancements to the foregoing.
Volatile data	Information that often only exists a short time in the internal memory and with a high risk of being overwritten or lost somehow.

## About the software

This software is developed by the Licensor. An installation package is included with the delivery. The software consists of a background service and a client program, which displays textual status and information during execution.

In addition to the actual program files for INCI, the installation package also contains binaries for file compression and a license file that is unique to each Licensee.

The main purpose of the software is to automate the acquisition of a computer's internal memory (RAM) together with important volatile live data and state data. It will speed up several acquisition steps in a standardized and forensically sound manner.

The acquisition starts by pressing a combination of keys on the keyboard or by a double-click on the INCI icon. By default, all network communication with the computer will be blocked to stop an attacker from continuing to communicate with it. The software can be executed by a user who lacks local administrator rights.

The software has no functionality to communicate with other computers, but all storage takes place locally on the hard drive.

The software requires at least Microsoft Windows build 18362 to function properly. You can install INCI on laptops, workstations as well as servers.

## **License**

A valid license authorizes the Licensee to install and use the software on an unlimited number of computers within the Licensee's organization. Only one license is required per corporate registration number, i.e., a subsidiary needs a business license of its own.

A license period is set to 12 months and must be renewed on a yearly basis. The software will not function as expected if no valid license can be found.

## **Open-source licenses**

Should the Licensed Software include any open-source components, Licensee's use of the open-source components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. The Licensor can provide Licensee with the license name, author information, license source, access information, and other relevant information for open-source components.

## **License fee and payment**

The annual cost of a license will be invoiced in advance.  
All sales are final and non-refundable.

When payment has been received, the Licensee's contact person will get a download link to the license file or an email with the license file attached. This file must be distributed to all computers using the software.

## **Installation**

A download link to an MSI package including the software components will be send to the email address of the Licensee's contact person.

## **Software updates**

A software update may include bug fixes, quality improvements or new functionality.

During an on-going license period the Licensee will receive an email when there is an update to the software. It is the responsibility of the Licensee to contact the Licensor if a copy of the updated software is wanted. A software update is free of charge during a valid license period.

## **Limitations of liability**

The user must assume the entire risk of using the program, knowing in particular that this software is not designed or intended for use in hazardous environments requiring fail-safe performance, where its failure to perform, misuse or inability to use adequately can reasonably be expected to lead to death, personal injury, or severe physical or environmental damage. In no event shall the Licensor, or its officers, employees, or subsidiaries be liable for any direct, indirect, incidental, consequential, or punitive damages whatsoever arising out of the use or inability to use the software, to the maximum extent permitted by applicable law. Any liability will be limited exclusively to refund of purchase price by the Licensor. It's the responsibility of the user to back up all data at reasonable intervals to minimize the damage caused by data losses of any kind.

## **Licensee restrictions**

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## **Termination and expiration of the software license**

The Licensee can terminate the yearly license subscription at any time by sending an email to the Licensor (*info@dingard.se*). This will stop the automatically sent out invoices with an offer to renew the license period. The software will continue to work until the license period ends. No money will be refunded for any remaining license period.

If the software license is not renewed and distributed within a valid license period, it will stop to function properly.

## **Intellectual property rights**

The Licensor retains exclusive ownership of all intellectual property rights of the software, including the source code, binaries and the documentation.

The Licensee shall indemnify and hold the Licensor, its employees and suppliers harmless from and against any cost, losses, liabilities and expenses (including legal costs) arising directly or indirectly from any claimed infringement or violation by the Licensee of any intellectual property right.

## **Governing Law**

This agreement shall be governed by and construed in accordance with Swedish laws and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Courts of Sweden.