

## **Nuix End User Licence Agreement**

This is the end user licence agreement between Nuix Pty Limited ABN 80 117 140 235 (Nuix), an Australian company and you / your company. This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Nuix. Nuix agrees to provide you access to its software in the manner described in the Customer Invoice with the functionality associated with your particular purchase and **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT UNUSED TO YOUR PLACE OF PURCHASE FOR A FULL REFUND WITHIN ONE MONTH, IF APPLICABLE.**

### **1. Interpretation and Commencement**

1.1 In this agreement unless the contrary intention occurs:

- (a) "Bundle" means the Software Product, the Documentation and any other components supplied in conjunction with the Software Product at the same time as the Software Product is supplied or supplied at an earlier or later date by Nuix to the customer.
- (b) "Documentation" means the documentation in relation to the Software Product provided to you by Nuix.
- (c) "Licence" means the licence set out in clause 2.
- (d) "Software Product" means the software presented for sale, trial or licence by Nuix. Where you have been notified that a particular product or product version of that product is the subject of this sale or licence – as detailed in the Customer Invoice - then "Software Product" means that product and/or product version of the product.
- (e) Headings are for convenience only and do not affect interpretation.
- (f) "Web enabled" means hosting Nuix software – or Nuix Cases – for the purpose of 3<sup>rd</sup> Party analysis and review – via the internet or other external network access method.
- (g) "Customer Invoice" means the invoice between Nuix and the end customer or Nuix's Reseller / Distributor / Sub-Reseller and the end customer – which details which Software Product has been purchased, terms of use, restrictions of use – if any - and its associated price and price structure.
- (h) "Nuix Cases" are a product of running the Nuix software over a dataset.
- (i) "Support and Maintenance Fees" means the annual fees customers pay to Nuix in order to receive telephone and email support as well as bug fixes and version upgrades.
- (j) "Reseller" is a company or person which is permitted to re-sell Nuix software on behalf of Nuix.
- (k) "Sub-Reseller" is a company or person which is licensed by a Reseller to resell Nuix software on behalf of the Reseller.
- (l) "3<sup>rd</sup> Party" is any party other than the licensed user of the Nuix Bundle and Nuix.
- (m) "Nuix Licence Key" is an encrypted file provided by Nuix, which unlocks the Software Product and enables its use by the user.

1.2 The terms of this agreement take effect from the time the user clicks on the button marked "Accept" during the installation process. The terms of this agreement are binding on you and Nuix if you install, copy or otherwise use the Software Product other than in a demonstration or product review context.

### **2. Licence and Restrictions**

2.1 Nuix grants the fully paid user a licence to use the purchased Bundle in perpetuity or as restricted by the Customer Invoice. The legitimate use of the Licence is subject to the full payment of all moneys due and payable to Nuix for the provision of the Bundle.

2.2 Subject to this Clause 2, the Licence permits the following:

- (a) Except in respect of Nuix Reviewer (see 2.2 (d)) and Nuix Demo (see 2.2 (e)) products, single licence users can install the Software Product on multiple computers or workstations owned by the purchasing organisation but only used by a single user at a time by the application of a legitimate Nuix Licence Key - which has been provided by Nuix and fully paid for by the user. If you have paid for multiple licenses, then you may use the Software Product contemporaneously on a number of computers or workstations up to the maximum amount of users for which legitimate licenses have been purchased.
- (b) Make a single copy of the Software Product and Documentation for backup and archival purposes only.
- (c) Print one hard copy of the Documentation.
- (d) In the case of Nuix Reviewer software, the purchaser can only install the exact (or fewer) number of Nuix Reviewer software copies as has been purchased. These may be annual licenses and should you (or your company) not renew the annual licence (by paying the fee to Nuix or its Resellers), it becomes an offence to use the Nuix Reviewer software and the software should be permanently deleted from the computer/network/server.
- (e) In the case of Nuix Demo (discontinued since V2.12.0), it can be loaded and used in as many computers as required - subject to the user not changing or attempting to change any of its in-build limitations.

2.3 Unless specifically agreed with Nuix, or its Resellers or Agents, the Licence does not permit the user to:

- (a) Rent the use of the Software Product.
- (b) Modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover any part of the source code of the Software Product.
- (c) Use the Software Product in a "Web Enabled" form. The exception to this point 2.3 (c) are customers which have purchased, or entered into an agreement with Nuix, for a "Web Enabled" version which will be detailed on the Customer Invoice;
- (d) Permit or authorize any 3rd Party to use or copy the Software Product;
- (e) Automate the operation of the Software Product or run the Software Product from a server except as detailed in the Customer Invoice;
- (f) Gain revenue or profit from the use of the Software Product while being trialed for suitability and not yet purchased; and
- (f) Use Nuix outside of any additional restrictions agreed in the pre-sale period and detailed in the original Customer Invoice.

### **3. Support & Maintenance**

3.1 Nuix software is constantly maintained and updated, and new features are often added. In order to receive these new upgrades and features, your Support and Maintenance Fees must be paid and up to date.

3.2 Nuix provides next-business-day telephone and email support for its customers. In order to receive assistance from Nuix for any issues, queries or requests, Nuix Support and Maintenance Fees must be paid and up to date.

### **4. Limited Warranty**

4.1 Nuix Warrants that the Software Product will perform substantially in accordance with the Documentation for a period of 90 days following your receipt of the Software Product. In jurisdictions in which limitations on express or implied warranties are not allowed by law, any such warranties shall be limited to 90 days.

- 4.2 The warranty in clause 4.1 does not apply if: (i) you have used the Software Product other than in accordance with any instructions on use of the Software Product set out in the Documentation; (ii) the Software Product has been modified in any way without Nuix's written consent; (iii) the failure to perform is the result of an accident, or (iv) use of pre-release alpha and beta versions of the Software Product.
- 4.3 Clause 4.1 is a complete statement of the express warranties provided by Nuix to you in relation to the Software Product. To the extent permitted by law, Nuix excludes all implied warranties including implied warranties of merchantability, of fitness for a particular purpose, or of suitability to your requirements. Where warranties are implied into this agreement and may not be excluded by law, then, to the extent permitted by law, your only remedy, and Nuix total liability of such an implied warranty is limited, at Nuix's option, to: (i) repair or replacement of the Software Product; (ii) refund of the price of the Software Product, or (iii) payment of the cost of repair or replacement of the Software Product.
- 4.4 Should the Software Product fail to perform in accordance with the warranty set out in clause 4.1, your only remedy is either a refund of the price you paid, or repair or replacement of the Software Product, each at the sole discretion and option of Nuix.
- 4.5 To the extent permitted by law, this agreement prohibits you from modifying, adapting, translating, reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of the Software Product.

## **5. Limitation of Liability.**

- 5.1 THE TOTAL AGGREGATE LIABILITY OF NUIX ARISING FROM ANY CAUSE RELATED TO THIS AGREEMENT, THE LICENCE OR ANY PART OF THE BUNDLE (INCLUDING THE SOFTWARE PRODUCT AND DOCUMENTATION), OR YOUR USE, OR INABILITY TO USE, ANY PART OF THE BUNDLE IS LIMITED TO THE AMOUNT RECEIVED BY NUIX FROM YOU IN RELATION TO THIS AGREEMENT. YOU EXPRESSLY ACKNOWLEDGE THAT YOUR USE OF ANY PART OF THE BUNDLE IS AT YOUR OWN RISK.
- 5.2 NUIX HAS NO LIABILITY TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA OR INFORMATION, OR ANY OTHER MONETARY LOSS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR ANY PART OF THE BUNDLE (INCLUDING THE SOFTWARE PRODUCT AND DOCUMENTATION), INCLUDING IN RELATION TO THE USE OR INABILITY TO USE ANY PART OF THE BUNDLE (INCLUDING THE SOFTWARE PRODUCT), EVEN IF NUIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE TO INDEMNIFY NUIX AGAINST ALL CLAIMS AGAINST NUIX BY ANY THIRD PARTY WHICH ARISE AS A RESULT OF YOUR USE OF ANY PART OF THE BUNDLE (INCLUDING THE SOFTWARE PRODUCT).

## **6. Other Elements**

- 6.1 The Software Product may be distributed in conjunction with software components covered by a licence which complies with the free software or open source definitions. Clause 2 does not grant you any licence over such components. Such components are identified in "readme" files included within the Bundle. Where the licence terms for such a component are included as part of the Bundle that component is licensed to you on those terms. Where the licence terms for such a component are not included as part of the Bundle but are identified, then that component is licensed to you on the standard terms identified for that component.

## **7. General**

- 7.1 All copyright and other intellectual property rights in the Software Product are owned by Nuix and its structure, organisation, and code are the valuable trade secrets of Nuix. This Agreement does not grant you any intellectual property rights in the Software.
- 7.2 This contract is governed by the laws in force in the State of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State.
- 7.3 You must pay all taxes or duties which may arise as a result of this licence other than income tax payable by Nuix. Where you are required to withhold any part of any payment to Nuix, the amount payable to

Nuix is increased by such an amount such that, after the withholding, Nuix receives the same amount as Nuix's stated licence fee. On request Nuix will provide you with a receipt in a format designed to allow you to claim any relevant credit in respect of any tax you have paid in respect of this agreement or the Licence.

- 7.4 If you have any questions regarding this Agreement or if you wish to request any information from Nuix, please use the address information below:

Nuix Pty Ltd (ABN 80 117 140 235)

Suite 79

89 Jones Street

Ultimo NSW 2007

Australia

Phone: +61 (2) 9280 0699

Fax: +61 (2) 9212 6902

Email: [sales@nuix.com](mailto:sales@nuix.com)

- 7.5 This agreement will terminate automatically if you make any reproduction of or use the Software Product in any way not permitted by the Licence.
- 7.6 Subject to clause 1.2 above, the presentation of this document constitutes an offer by Nuix to you. You may accept this offer by clicking the "Accept" button in the installation process and / or paying the relevant licence fee to Nuix.