



**NOT FOR EDITING**

### **NUIX EQUIPMENT LEASE ADDENDUM**

YOU (“LESSEE”) AGREE THAT THE FOLLOWING NUIX EQUIPMENT LEASE ADDENDUM (“ADDENDUM”) SHALL GOVERN THE LEASE OF ANY HARDWARE LISTED ON A QUOTE OR OTHER ORDER DOCUMENT (“ORDER”) ENTERED INTO PURSUANT TO THE NUIX END USER LICENSE AGREEMENT, SOFTWARE USAGE AGREEMENT, OR OTHER CONTRACT BETWEEN LESSEE AND NUIX (“CONTRACT”) TO WHICH THIS ADDENDUM IS ATTACHED AND MADE A PART THEREOF. LEASING ANY HARDWARE FROM NUIX OR ANY AUTHORIZED RESELLER INDICATES LESSEE’S ACCEPTANCE OF THIS ADDENDUM.

1. Scope. This Addendum supplements the Contract solely with respect to the third party computer hardware and equipment leased to Lessee equipment described more fully in the Order (“Equipment”). In the event of conflict between this Addendum and the Contract with respect to the Equipment, the provisions of this Addendum shall prevail.
2. Operation. Lessee shall not remove the Equipment from Lessee’s address specified in the Order without prior written approval of Nuix. Lessee shall allow Nuix to enter Lessee’s premises at all reasonable times to locate and inspect the state and condition of the Equipment. Lessee shall at its expense keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow Nuix’s instructions regarding the use and maintenance of the Equipment.
3. Rent. In consideration of Lessee’s right to possess and use the Equipment during the Term (as defined in **Section 10**), Lessee shall pay the rent specified in the Order (“Rent”), without any set-off, offset, abatement or deduction whatsoever. Lessee shall pay interest on all late payments at the lesser of the rate of 5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly. Lessee shall reimburse Nuix for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Payment of any late charge does not excuse Lessee of any default under this Addendum.

If by the expiration of the Term, Lessee does not return the Equipment to Nuix in the condition and on the terms and conditions of **Section 6**, Lessee shall continue to comply with all the terms and conditions of this Addendum, including the obligation to pay 110% of the prorated daily Rent for each day from the expiration of the Term until the date on which Lessee returns such Equipment to Nuix in the manner required under **Section 6** (“**Holdover Rent**”). Lessee shall not construe anything contained in this Section, including Lessee’s payment of Holdover Rent, as Nuix’s (a) waiver of Lessee’s failure to perform any obligation under this Addendum; or (b) assent to any renewal of this Addendum.

4. Exclusion of Warranties. NUIX MAKES NO WARRANTY, REPRESENTATION, CONDITION WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NUIX IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF. Nuix shall have no liability to Lessee for any claim, loss or damage of any kind or nature whatsoever and there shall not be any abatement of rent for any reason, including, without limitation, any claim, loss or damage arising out of or in connection with (a) the deficiency or inadequacy of the Equipment for any purpose, (b) any deficiency or defect in the Equipment, (c) the use or performance of the Equipment, (d) any interruption or loss of service or use of the Equipment or (e) any loss of business or other loss or damage, direct, consequential or otherwise, whether or not resulting from any of the foregoing.

5. Title and Risk of Loss. Title to the Equipment remains with Nuix throughout the Term, and Lessee shall acquire no right, title or interest in the Equipment. Lessee shall not pledge or encumber the Equipment in any way except for liens of Nuix. Lessee shall bear all risk of loss, damage, destruction, theft and condemnation to or of the Equipment from any cause whatsoever (“Loss”) until the Equipment has been returned to Nuix to the destination specified in **Section 6.1**. Lessee shall notify Nuix in writing within 10 calendar days of any such Loss.

6. Return of Equipment.

6.1 Obligation to Return Equipment. Lessee shall, at its risk and expense, no later than the expiration of the Term (a) deinstall, inspect and properly pack the Equipment; and (b) return the Equipment, freight prepaid (with insurance coverage in the amount of at least the replacement value of the Equipment), to Nuix’s facility set out in the Order (or other location communicated to Lessee by Nuix) by delivering the Equipment on board such carrier as Nuix may specify.

6.2 Condition of Equipment Upon Return. Lessee shall cause the Equipment returned for any reason under this Addendum to (a) be free and clear of all liens (other than liens of Nuix) and rights of third parties; (b) be in the same condition as when delivered to Lessee, ordinary wear and tear excepted; (c) have all Lessee’s insignia or markings removed or painted over



and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas; and (d) be in compliance with applicable law.

7. Compliance with Law. Lessee shall (a) comply with all applicable laws, regulations and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Addendum.

8. Indemnification. Lessee shall indemnify, defend and hold harmless Nuix and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Addendum and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or Nuix arising out of or occurring in connection with the Equipment or Lessee's negligence, willful misconduct or breach of this Addendum. Lessee shall not enter into any settlement without Nuix's or Indemnified Party's prior written consent.

9. Insurance. During the term of this Addendum and for a period of 12 months thereafter, Lessee shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance in a sum no less than \$2 million with financially sound and reputable insurers. Upon Nuix's request, Lessee shall provide Nuix with a certificate of insurance from Lessee's insurer evidencing the insurance coverage specified in this Addendum. The certificate of insurance shall name Nuix as an additional insured. Lessee shall provide Nuix with 30 days' advance written notice in the event of a cancellation or material change in Lessee's insurance policy. Except where prohibited by law, Lessee shall require its insurer to waive all rights of subrogation against Nuix's insurers and Nuix.

10. Term and Termination. The term of any the lease of Equipment pursuant to this Addendum will be for the time period identified in the Order, unless and until earlier terminated as provided under this Addendum (the "**Term**"). In addition to any remedies that may be provided in this Addendum, either Party may terminate this Addendum with immediate effect upon notice to the other party, if the other party: (i) fails to pay any amount when due under this Addendum; (ii) has not otherwise performed or complied with any of the terms of this Addendum, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Lessee is in default of any of the terms and conditions of this agreement, Nuix, and its agents, at Lessee's risk, cost and expense may at any time/during normal business hours enter Lessee's premises where the Equipment is stored or used and recover the Equipment.

11. Limited Effect. Except as expressly provided in this Addendum, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the parties. For the sake of clarity, all provisions of the Contract shall apply to the Equipment, unless expressly superseded herein. Without limiting the generality of the foregoing, the provisions contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. Each reference in the Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import, and each reference to the Contract in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Contract, will mean and be a reference to the Contract as amended by this Addendum.