

**ON DEMAND AGREEMENT FOR
NUIX DISCOVER SAAS AND
OTHER SERVICES
(Germany Only)**

THIS AGREEMENT FOR NUIX DISCOVER AND OTHER SERVICES (“**Agreement**”) GOVERNS CUSTOMER’S USE OF NUIX DISCOVER SOFTWARE AS A SERVICE (THE “**SAAS SERVICES**”) AND OTHER SERVICES PROVIDED BY NUIX AND ARE A LEGAL AGREEMENT BETWEEN CUSTOMER AND NUIX IRELAND LTD

1. Definitions.

“**Authorized User**” means Customer’s employees, consultants, and contractors who are authorized to access and use the SaaS Services under the rights granted to Customer.

“**Confidential Information**” means the SaaS Services and any information disclosed by Nuix to Customer that is treated as confidential by Nuix, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing.

“**Customer Data**” means electronic documents, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted to the SaaS Services by or on behalf of Customer, including by any employee, consultant, contractor or an Authorized User of Customer.

“**Documentation**” means the then-current Nuix provided standard operating and technical documentation (generally available to all customers) relating to the features, functions and operation of the SaaS SaaS Services

“**DPA**” means the Data Processing Addendum set out here: [NUIX DATA PROCESSING ADDENDUM FOR ON DEMAND DISCOVER SAAS AND SERVICES \(Germany Only\) Rev 03 October 2023.pdf](#) (or any other such URL as Nuix makes available from time to time).

“**EU Data Protection Law**” means (i) “Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”); and applicable EU member state laws.

“**Fees**” means the SaaS Services Fee and any other fees set forth in an Order Form for Services.

“**Force Majeure**”: delays or failures on performance resulting from acts beyond the control of a party. Such acts include acts of God, denial of service attacks, strikes, lockouts, riots, acts of war, terrorism, epidemics, fire, communication line failures, power failures, earthquakes or other disasters natural or man-made.

“**Intellectual Property Rights**” means any present and future rights conferred by statute, common law or equity throughout the world including rights in respect of or in connection with any confidential information, copyright, trademarks, service marks, designs, patents, circuit layouts, business names,

domain names, inventions or other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any right to apply for the registration, renewal and extension of such rights.

“Nuix IP” means the SaaS Services, the Documentation, the Services and any and all Intellectual Property Rights in each of the foregoing.

“Nuix Security Provisions” means the security provisions set out in Annex II of the DPA.

“Order Form” or **“Order”** means any ordering document executed by Customer and Nuix and specifying the SaaS Services to be provided by Nuix to Customer.

“Person” means an individual, firm, corporation (including non-profit corporation), partnership, company, estate, division, joint venture, limited liability company, governmental authority, agency, unincorporated organization, trust, association or other entity.

“Personal Information” or **“Personal Data”** means Customer Data that (i) identifies an individual or, in combination with any other information or data available to a relevant entity, is capable of identifying an individual, and (ii) such other data that is defined as “personal information” or “personal data” under applicable law.

“SaaS Services Fee” means the fees for the SaaS Services listed in the applicable Order Form for SaaS Services.

“Security Incident” means a breach of Nuix’s security, leading to the unauthorized access to, or acquisition or disclosure of, Customer Personal Data processed by Nuix.

“Services” means the installation, implementation, and consultancy services supplied by Nuix, as set forth in an Order Form and further described in a Statement of Work, but not including the SaaS Services

“Support” has the meaning set out in Section 5.

“Support Fee” means the support and maintenance fee set forth in an applicable Order Form.

“Service Provider Partner” means the Person that has contracted directly with Nuix to sell subscriptions to the SaaS Services to its customers and the Person that has contracted directly with a customer for the sale of a subscription to the SaaS Services.

“Statement of Work” means a written transactional document signed by an authorized representative of each Party that describes the Services to be provided by Nuix

“Usage Data” means data and information related to or arising from Customer’s use of the SaaS Services, including data regarding the manner, consistency, duration, usage pattern, memory, operating system, bandwidth, product errors, performance and other statistical information. Usage Data does not include Customer Data.

2. SaaS Services.

2.1 Access and Use. Subject to Customer's compliance with the terms and conditions set forth in this Agreement, Nuix hereby grants to Customer during the Term, a non-exclusive, non-transferable, limited right to (i) access and use the SaaS Services for Customer's own internal business purposes during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement and the Documentation, and (ii) use the Documentation during the Term solely for Customer's internal business purposes in connection with Customer's use of the SaaS Services. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Services, and shall notify Nuix promptly of any such unauthorized access or use. Customer shall use the SaaS Services only in accordance with this Agreement, and the Documentation.

2.2 Reservation of Rights. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Nuix IP. Nuix reserves all rights not expressly granted to Customer in this Agreement.

2.3 Use Restrictions. Customer shall not make the SaaS Services available to anyone other than Authorized Users, and shall not use the SaaS Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users or third parties to: (i) copy, modify, or create derivative works of the SaaS Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; (v) use the SaaS Services for any purpose other than its intended purpose; (vi) interfere with or disrupt the integrity or performance of the SaaS Services; or (vii) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.4 Customer Representations, Warranties and Covenants Concerning Use. Customer hereby acknowledges and agrees that Nuix may use global resources (personnel, affiliates and infrastructure around the world) and third-party suppliers to support the SaaS Services. Customer represents and warrants that it has obtained any necessary third-party permissions that may be required to input, store, or upload data into the SaaS Services environment. Customer will not input, store, or upload into the SaaS Services environment any data whatsoever that is subject to laws or regulations that require heightened or specific security measures, including, but not limited to: International Traffic in Arms Regulations, Export Administration Regulations, the Digital Millennium Copyright Act.

2.5 Suspension. Nuix may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SaaS Services if: (i) Nuix reasonably determines that (a) there is a threat or attack on any of the Nuix IP; (b) Customer's or any Authorized User's use of the Nuix IP disrupts or poses a security risk to the Nuix IP or to any other customer or vendor of Nuix; (c) Customer, or any Authorized User, is using the Nuix IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) Nuix's provision of the SaaS Services to Customer or any

Authorized User is prohibited by applicable law; (ii) any vendor of Nuix has suspended or terminated Nuix's access to or use of any third-party SaaS Services or products required to enable Customer to access the SaaS Services; or (iii) in accordance with Section 15(c) (any such suspension described in subclause (i), (ii) or (iii), a "**SaaS Service Suspension**"). Nuix shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SaaS Services following any Service Suspension. Nuix shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Nuix will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a SaaS Service Suspension.

3 Intellectual Property.

3.1 Nuix IP. Customer acknowledges that, as between Customer and Nuix, Nuix owns all right, title, and interest, in and to the Nuix IP, and all modifications, improvements and enhancements thereof. Nuix's marks, logos and product names are marks of Nuix and Customer agrees not to use such marks without Nuix's prior written consent. Customer shall promptly notify Nuix if Customer becomes aware of any possible infringement, violation or unauthorized use or access of Nuix's Intellectual Property Rights arising out of or relating to the SaaS Services, and fully cooperate with Nuix, at Nuix's expense (provided that Customer's action did not contribute to the infringement) in any legal action taken by Nuix against third parties to enforce its Intellectual Property Rights.

3.2 Customer Data. Nuix acknowledges that, as between Nuix and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data. Customer hereby grants to Nuix a non-exclusive, royalty-free, worldwide license to reproduce, store, process and display to Customer the Customer Data and perform all acts with respect to the Customer Data in each case solely for Nuix to provide the SaaS Services to Customer.

3.3 Usage Data. Customer hereby grants Nuix a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, and perpetual license to monitor, use, reproduce, distribute, modify and exploit Usage Data for Nuix's internal business purposes, including Nuix's use of Usage Data (a) to identify errors in the SaaS Services and monitor usage statistics, as necessary, for further development and implementation of improvements, or (b) to compile statistical and performance information for internal purposes related to the provision and operation of the SaaS Services.

3.4 Feedback. Customer hereby grants Nuix a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the SaaS Services or the Documentation any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Authorized Users.

4 Customer Obligations; Customer Data.

4.1 General. Customer is responsible and liable for all uses of the SaaS Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a

breach of this Agreement by Customer. Customer shall make all Authorized Users aware of this Agreement as applicable to such Authorized User's use of the SaaS Services, and shall cause Authorized Users to comply with such provisions.

4.2 Monitoring of Data Usage. Customer shall not reallocate data in a manner designed to avoid charges for the use of Active Data (as defined in the Order Form). Nuix reserves the right to monitor Customer's data usage records and Usage Data and to calculate fees based on Customer's use of Active Data based on the maximum volume at any time during the month. If such monitoring reveals that Customer has underpaid Nuix with respect to any amounts due and payable during the Term, Nuix will notify Customer of such underpayment and Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 8.2.

4.3 Use of Customer Data. Customer represents and warrants that it has obtained and will obtain all rights, permissions and consents, has and will continue to have a lawful basis for processing Customer Data that contains personal information, and has provided and will provide all notices and comply with all applicable legal requirements, necessary for Customer and Nuix to use, transfer and otherwise process all Customer Data within and outside of the country in which Customer is located (including providing adequate disclosures and obtaining legally sufficient consents from Customer's employees, customers, agents, and contractors). Customer understands and acknowledges that Nuix may rely on the SaaS Services provided by third parties to Nuix in connection with the provision of the SaaS Services. Nuix may provide Customer Data to such third parties in order to provide the SaaS Services.

5 Support and Maintenance. Subject to the payment of the SaaS Services Fees, Nuix will provide support and maintenance services to the Customer ("**Support**") under the terms of the Nuix Support and Maintenance Services Agreement (the "**Support Agreement**") found here: <https://www.nuix.com/legal/support> (or other such URL as Nuix makes available from time to time). Customer has read, understands, and agrees to the foregoing terms. All terms and conditions of the Support Agreement are a part of, and by this reference are incorporated in, this Agreement. Nuix may immediately terminate or suspend Customer's use of the SaaS Services, if Customer does not have current and fully paid up Support.

6 Services Nuix will provide the Services identified in each Statement of Work or Order Form referencing this Agreement and executed by the parties on a contract for services base according to § 611 of German Civil Code and with the exception of section 10 (Limitation of Liability) and section 17 (Contracting Parties, Governing Law, Place of Arbitration) of the Professional Services Agreement, subject to the terms and conditions of this Agreement and the Professional Services Agreement set forth at: <https://www.nuix.com/agreements-and-terms> (or, any other such URL as Nuix makes available from time to time). Customer has read, understands, and agrees to the foregoing terms with respect to the Service.

7 Data Protection. Customer will not provide Nuix with any Personal Information unless Customer obtains Nuix's prior written consent. Nuix will have no obligation to process Personal Information on behalf of Customer. To the extent that Nuix consents to process Personal Information subject to EU Data Protection Law, the DPA applies. Customer will comply with applicable laws related to the processing of

Personal Information that it provides to Nuix. In the event of a conflict between the terms of this Agreement and the terms of the DPA, the terms of the DPA will prevail.

8 Fees, Payment Terms and Taxes.

8.1 Fees; Payment Terms. In consideration of the rights granted to Customer under this Agreement, Customer will pay the SaaS Services Fee with regard to the SaaS Services consumed by Customer during each month and any other Fees set forth in an applicable Order Form. The rates and prices for the SaaS Services shall be set forth in the applicable Order Form or invoice issued by Nuix, and the fees due shall be reflected in the Customer's invoice for that month. Unless otherwise set forth in the applicable Order Form, Customer shall pay all Fees within 30 days of the date of the applicable invoice.

8.2 Late Payments. Customer shall notify Nuix in writing of any dispute with any invoice (along with all relevant details regarding the dispute) within ten calendar days from the date of invoice. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct. All undisputed late payments shall bear interest at the lesser of the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, from the date such payment was due until the date paid. In addition to all other remedies available under this Agreement, at law or in equity, Nuix shall be entitled to suspend Customer's access to the SaaS Services, if Customer fails to pay any amount when due hereunder as set forth in this Section 8.

8.3 Taxes. Customer will pay any taxes, fees, duties, charges, withholding, penalty, fine or interest imposed by any governmental, administrative body, agency or authority in relation to the SaaS Services and other Services, as applicable, or otherwise in connection with this Agreement ("**Taxes**"); provided, in no event shall Customer pay or be responsible for any Taxes imposed on, or with respect to, Nuix's income, revenues, gross receipts, personnel or real or personal property or other assets. If any such Tax has to be withheld or deducted from any payment under this Agreement, Customer shall gross-up the payment under this Agreement by such amount as shall ensure that after such withholding or deduction Nuix shall have received an amount equal to the payment otherwise required.

9 Laws.

9.1 Compliance. Customer will comply with all applicable laws concerning Customer's use of the SaaS Services and other Services.

9.2 Export Regulation. The SaaS Services, the Documentation and other Services and the software and technology used by the SaaS Services and other Services (collectively "**Controlled Technology**") is subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, and shall not permit any third parties to, export, re-export or release, directly or indirectly any Controlled Technology to, or make the Controlled Technology accessible from, a jurisdiction or country to which the export, re-export or release of any Controlled Technology is prohibited by applicable federal law, regulation or rule.

9.3 Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of Nuix in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Nuix.

10 Confidentiality.

10.1 Restrictions. Customer shall: (i) not disclose or otherwise make available Confidential Information to any third party without the prior written consent of Nuix; *provided, however*, that the Customer may disclose Confidential Information to its affiliates, and its and their directors, officers, employees, consultants and legal advisors who have a “need to know”, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 10; and (ii) use the Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.

10.2 Exceptions from Restrictions. Confidential Information shall not include information that: (a) is already known to the Customer without restriction on use or disclosure prior to receipt of such information from Nuix; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Customer; (c) is developed by Customer independently of, and without reference to, any Confidential Information of Nuix; or (d) is received by Customer from a third party who is not under any obligation to Nuix to maintain the confidentiality of such information.

10.3 If Customer becomes legally compelled to disclose any Confidential Information, Customer shall provide to Nuix: (i) if legally permitted to do so, prompt written notice of such requirement so that Nuix may seek, at its cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at Nuix’s cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

10.4 If, after providing such notice and assistance as required herein, Customer remains required by law to disclose any Confidential Information, Customer shall disclose no more than that portion of the Confidential Information which, on the advice of Customer’s legal counsel, Customer is legally required to disclose and, upon Nuix’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

11 Limited Warranty.

11.1 SaaS Software Warranty Nuix warrants under the German tenancy law to Customer that the SaaS Services as originally delivered to Customer will, unless subject to accident, abuse, or unauthorized repair, modification or enhancement, substantially conform to the Documentation. Unless expressly agreed otherwise, Nuix does not provide any guarantees or makes any representation regarding uptime or availability of the SaaS Services unless specifically identified in the Service Level Agreement (“SLA”) available at <http://www.nuix.com/legal/discoversla>. The remedies set forth in the SLA are Customer’s sole remedies and Nuix’s sole liability under the limited warranty set forth in this Section 11.1. Customer is to give Nuix notification about each defect as follows: Customer shall consider all of Nuix’ advice with regard to analysis of defects and shall provide all present and required information. Notification of defects shall be provided by Customer in writing, containing a level of detail to verify the defect (eg provision of relevant error message) and to exclude a user handling error (eg. by detailing workflow). Nuix will remedy such defects within reasonable period of time. In the event that a remedy provided under this section 11.1 fails or Nuix

refuses to perform such remedy, and insofar as mandatory statutory provisions, which then apply in addition, do not conflict, Customer's remedy for a breach of warranty under this section shall be: Customer may terminate the Order From, In the event of termination, Nuix will refund pre-paid, unused SaaS Services Fees for such non-compliant SaaS Software. Any refund provided hereunder shall be deemed a revocation of the license granted for such refunded SaaS Software.

11.2 Disclaimer. It is Customer's responsibility to ensure that it has the technical prerequisites for the use of the SaaS Services and Nuix does not warrant that the SaaS Services are compatible with Customer's IT systems, unless it is stated in the Documentation or has been expressly confirmed by Nuix in writing. For the avoidance of doubt, Nuix shall have no warranty obligations to the extent a claim arose from the exclusions set out in section 11.3.

11.3 Exclusions. To the extent permitted by applicable laws, no warranty will apply to the SaaS Services, as applicable, if: (i) the issue relates to use of a pre-release alpha and beta version of the SaaS Services; (ii) Customer has used SaaS Services, as applicable, other than in accordance with the Documentation; (iii) SaaS Services, as applicable has been modified in any way without Nuix's prior written consent (iv) the issue relates to the nature, use or operation of hardware; (v) the issue relates to any third party software; (vi) Customer has used the SaaS Services, as applicable, in contravention of any law, treaty, regulation, or convention; or (vii) Customer has materially breached any of the terms of this Agreement.

12 Limitation of Liability

12.1 Unlimited Liability. Nuix shall be liable without limitation within the scope of the statutory provisions for damages

- (i) resulting from death, bodily injury or damage to health due to intentional or negligent breach of duty or otherwise due to intentional or negligent conduct on Nuix's part or on part of Nuix's legal representatives or vicarious agents;
- (ii) resulting from the absence or omission of a warranted characteristic or in the event of non-compliance with a guarantee;
- (iii) which are based on Nuix's intentional or grossly negligent breach of duty or otherwise on intentional or grossly negligent conduct of one of Nuix's legal representatives or vicarious agents.

12.2 Limited Liability. In case of simple negligence, Nuix shall be liable, limited to compensation for the foreseeable damage typical for this type of contracts, for such damage that is based on a breach of material obligations on Nuix's part or on part of Nuix's legal representatives or vicarious agents. Material obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Customer may rely.

12.3 Liability Cap. The Parties agree that, in view of the nature of services provided under this Agreement and the risks usually associated with such services, in the cases of Section 12.2, the expected foreseeable damage typical for this kind of contracts ("vorhersehbarer vertragstypischer Schaden") is not expected to exceed the fees paid to Nuix in the twelve (12) months preceding the claim for the

materials or Services or SaaS Services that actually caused the loss, cost, claim or damage. Therefore, Nuix's liability shall be limited to the amounts set out in sentence 1 of this Section 12.3.

12.4 No liability. Nuix's liability for other cases of simple negligence is excluded. The strict liability according to section 536a paragraph 1, 1st alternative of the German Civil Code due to defects that already exist at the time of the conclusion of the contract is excluded, unless Nuix is responsible for their existence or failure to rectify them.

12.5 Loss of Data. In the event of loss of data caused by simple negligence, Nuix shall only be liable for the damage that would have been incurred even if Customer had properly and regularly backed up the data in a manner commensurate with the significance of the data; this limitation shall not apply if backing up the data was impeded or impossible for reasons for which Nuix is responsible.

12.6 Futile Expenses ("Aufwendungsersatz") The above provisions shall apply mutatis mutandis to Nuix's liability with regard to the reimbursement of futile expenses ("Aufwendungsersatz").

12.7 Statute of Limitations. Nuix's liability according to section 12.1 shall be time-barred within statutory period. In all other cases Nuix's liability shall be time-barred after twelve (12) months. Section 199 of the German Civil Code shall apply.

13 Third Party Claims.

13.1 Nuix Indemnity. Subject to the terms and conditions in this Agreement, Nuix will (i) defend at Nuix's own expense Customer against any action, suit, proceeding, claim or demand by a third party ("**Third Party Claim**") to the extent that the action is based upon a claim that (a) the SaaS Services directly infringes any Intellectual Property Rights of a third party, or (b) arising solely from a Security Incident caused by Nuix's breach of its obligations under, where applicable, (1) Nuix Security Provisions, or (2) the DPA; and (ii) pay any costs and damages finally awarded against Customer in any such Third Party Claim that are specifically attributable to such Third Party Claim or any costs and damages agreed to in a monetary settlement of such Third Party Claim provided that: (a) Customer provides prompt written notice to Nuix (within no later than seven days) of Customer becoming aware of the actual or threatened Third Party Claim; (b) Customer affords Nuix full and complete control over the defense or settlement of any such Third Party Claim; (c) Nuix will have sole control of any negotiations in relation to, and the defense of, the Third Party Claim; (d) Customer provides, at Nuix's expense, all assistance to Nuix in defending the Third Party Claim (including but not limited to by providing documents and information and making members of Licensee's Personnel available for preparation for and attendance at any hearings); and (e) Customer does not take any actions in relation to the Third Party Claim which Nuix reasonably considers would be contrary to Nuix's interests. Nuix may not settle any Third Party Claim against Customer unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such Third Party Claim or to participate in the defense thereof by counsel of its own choice.

13.2 Exclusions. The provision set out in Section 13.1 (**Nuix Indemnity**) will not apply if: (i) Customer has materially breached this Agreement; (ii) Customer failed to promptly install an upgrade or Update that would have avoided the Third Party Claim; (iii) the Third Party Claim relates to the use of the SaaS Services in combination with data, software or equipment not provided or approved by Nuix, provided that the Third Party Claim would not have occurred but for the combination; (iv) Customer has failed to

comply with any direction by Nuix to discontinue use of the SaaS Services due to an actual or potential Third Party Claim; (v) if the Third Party Claim arises from Customer Data; or (vi) with respect to a claim related to a Security Incident, (a) if/to the extent that Customer is responsible for such Security Incident, (b) the Security Incident could not reasonably be detected or prevented by the security measures set forth in the Nuix Security Provisions, or (c) with respect to any claim brought under EU Data Protection Law.

13.3 Third Party Claim In the event of a Third Party Claim in accordance with Section 13.1(i), or in Nuix's determination if such a Third Party Claim is likely to occur, Nuix may, in Nuix's discretion: (i) procure the right for Customer to continue using the SaaS Services, (ii) replace or modify the SaaS Services to resolve the alleged Third Party Claim while providing functionally equivalent performance; or (iii) terminate this Agreement and provide a pro rata refund to Customer of the Fees paid by Licensee.

13.4 Mitigation. Customer must take all reasonable steps to mitigate any loss, liability, cost, payment, damages, debt or expense (including but not limited to legal fees) arising under this Section 13.

14. Customer Indemnification. Customer will defend Nuix against any claim, demand, suit or proceeding made or brought against Nuix by a third party (i) alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights; (ii) arising from Customer's breach of this Agreement, the Documentation, or applicable law; or (iii) based on Customer's or any Authorized User's (a) negligence or willful misconduct, (b) use of the SaaS Services in a manner not authorized by this Agreement, (c) use of the SaaS Services in combination with data, software, hardware, equipment or technology not provided by Nuix or authorized by Nuix in writing, or (d) modifications to the SaaS Services not made by Nuix (each a "Claim Against Nuix"). Customer will indemnify Nuix for any damages, attorneys' fees and costs finally awarded against Nuix as a result of, or for any amounts paid by Nuix under a settlement approved by Nuix in writing, of a Claim Against Nuix; provided that Nuix: (i) promptly gives Customer written notice of the Claim Against Nuix, (ii) gives Customer sole control of the defense and settlement of the Claim Against Nuix, and (iii) provides to Customer all reasonable assistance, at Customer's expense. Customer may not settle any Claim Against Nuix unless Nuix consents to such settlement, and further provided that Nuix will have the right, at its option, to defend itself against any such Claim Against Nuix or to participate in the defense thereof by counsel of its own choice.

15. Termination.

15.1 Term. This Agreement will be effective as of the Order Form Date of the first Order Form executed by Customer and Nuix, and will continue until the expiration or termination of all Order Forms, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

15.2 Order Form Renewal Term. Unless otherwise set forth in an applicable Order Form, or unless this Agreement is terminated pursuant to this Section 15, or Customer provides Nuix with written notice at least ninety (90) days prior to expiration of the initial term set forth in the applicable Order Form (the "Initial Term") or the then-current Renewal Term (as defined below), then upon expiration of the Initial Term or any Renewal Term, such Order Form will renew automatically for a subsequent twelve (12)-month renewal term (a "Renewal Term") at a rate specified by Nuix. Nuix will always have the discretion whether or not to grant a Renewal Term to Customer.

15.3 Termination. Nuix may immediately suspend access to the SaaS Services or terminate this Agreement or an Order Form at Nuix's option, upon notice if: (i) Customer or any Authorized User breaches the terms of this Agreement, the Documentation or Order Forms; (ii) Nuix reasonably considers that Customer's or any Authorized User's has infringed, or threatens to infringe, the Nuix IP; (iii) any amount due and payable by Customer is unpaid after Nuix has sent notice to Customer seeking payment and at least 30 days have passed since the date of such notice; or (iv) Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or makes or seeks to make a general assignment for the benefit of its creditors.

15.4 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the SaaS Services and the Nuix IP and shall delete, destroy, or return all copies of the Nuix IP and certify in writing to Nuix that the Nuix IP has been deleted or destroyed. All amounts owing by Customer to Nuix will become immediately due and payable and Customer will immediately pay all such amounts to Nuix. Customer must take such action as reasonably directed by Nuix for the protection of Confidential Information, Intellectual Property Rights and all other items of Nuix's property. Customer must remove Customer Data from the SaaS Services within ten (10) days of the termination or expiration of this Agreement. If Customer has not removed all Customer Data within such ten (10) day period, Nuix shall then delete any Customer Data remaining in the SaaS Services (but not including the backups of such Customer Data), and Nuix shall charge Customer for such deletion at a rate equal to Nuix's then-current hourly professional SaaS Services rate. All Customer Data will be unrecoverable, including from any backups, within ninety (90) days from the date of removal by Customer or Nuix. In no case will any termination, expiration, or suspension of the SaaS Services or this Agreement give rise to any liability of Nuix to Customer for refunds or damages.

15.5 Survival. This Section and Sections 1, 2.3, 3.1, 3.3, 3.4, 9, 9, 11, 12, 14, 15.4 and 16 shall survive any expiration or termination of this Agreement.

16. Miscellaneous.

16.1 Governing Law and Jurisdiction. The Agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all legal disputes arising from this Agreement is Cologne Germany. Where this Agreement contains a German term as a translation for an English term, the German term shall be binding for the interpretation of this Agreement.

16.2 Third Party Software. Third party software may be incorporated into or necessary for the use of SaaS Services. Nuix makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to third party software.

16.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and in English language, and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return

receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on Order Form (or to such other address that may be designated by a party from time to time in accordance with this Section).

16.4 Assignment. Customer may not assign any of its rights under this Agreement, except with the prior written consent of Nuix. An amalgamation, merger, change in control, re-organisation or other similar transaction by Customer (including, but not limited to an asset sale, stock sale, reverse merger, reverse triangular merger) shall require consent pursuant to this Section 16.4. Furthermore, for the purposes of this Agreement the (i) acquisition of an equity interest in Customer of greater than 25 percent by any third party, or (ii) the acquisition of an equity interest by Customer of greater than 25 percent of any third party, shall be considered an “assignment.” Customer may not delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void. Nuix may freely assign this Agreement.

16.5 Severability. If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable in any jurisdiction: (i) this will not affect the validity and enforceability of the provision or part in other jurisdictions; (ii) the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and (iii) the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.

16.6 Entire Agreement. This Agreement, including without limitation all exhibits attached hereto and all Order Forms, constitutes the entire Agreement between the parties with respect to the subject matter hereof. All earlier and contemporaneous negotiations and Agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. For the purpose of clarification, if there is any conflict or inconsistency between any provisions in the documents that comprise this Agreement, the conflict or inconsistency will be resolved in the following order of precedence: the DPA, any special conditions in the Order Form, and then this Agreement.

16.7 Waiver; Cumulative Rights. The parties may waive a breach of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, (iii) under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party. The parties may amend this Agreement only by a written Agreement signed by the parties that identifies itself as an amendment to this Agreement. The rights arising out of this Agreement do not exclude any other rights of either party.

16.8 Relationship of the Parties. Customer and Nuix enter into this Agreement as independent contractors, and neither Customer nor Nuix will be or construed to be a partner, joint venturer, agent or employee of the other. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

16.9 Customer System. Customer is responsible for (i) obtaining, deploying and maintaining all

computer hardware, software, modems, routers and other communications equipment necessary for Customer to use the SaaS Services; and (ii) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement, or an Order Form, NuiX shall not be responsible for supplying any hardware, software or other equipment to Customer under this Agreement.

16.10 Modifications. NuiX may modify any websites referenced in the Agreement at any time by posting a revised version on the applicable NuiX websites or by otherwise notifying Customer in accordance with the Notice provisions in Section 16.3 (Notices). The modified terms will become effective upon posting or, if NuiX notifies Customer by email, as stated in the email message. By continuing to use the SaaS Services, the Services or the Support after the effective date of any modifications to the Agreement, Customer agrees to be bound by the modified terms. If such modification materially decreases any of NuiX's obligations or the functionality of the applicable SaaS Service, the Services or Support, Customer may terminate this Agreement by providing NuiX with written notice within thirty (30) days of the effective date of the applicable modification. Any such termination shall be effective thirty (30) days after NuiX receives written notice from Customer.

16.11 Force Majeure and Injunctive Relief. Neither party will be responsible for acts of Force Majeure. Nothing in this Agreement will prevent NuiX from seeking immediate injunctive relief against Customer in the courts having jurisdiction over Customer.