

## NUIX PROFESSIONAL SERVICES ADDENDUM

YOU (“CUSTOMER”) AGREE THAT THE FOLLOWING NUIX PROFESSIONAL SERVICES ADDENDUM (“ADDENDUM”) SHALL GOVERN THE PERFORMANCE OF THE SERVICES (AS DEFINED BELOW) PROVIDED BY NUIX TO CUSTOMER, AS DESCRIBED IN A STATEMENT OF WORK ENTERED INTO PURSUANT TO THE NUIX END USER LICENSE AGREEMENT (“EULA”), OTHER NUIX LICENSE AGREEMENT, OR ANY OTHER ORDERING DOCUMENT AS APPLICABLE (COLLECTIVELY, THE “CONTRACT”) TO WHICH THIS ADDENDUM IS ATTACHED AND MADE A PART THEREOF. ENGAGING NUIX TO PERFORM ANY SERVICES INDICATES CUSTOMER’S ACCEPTANCE OF THIS ADDENDUM. NUIX AND CUSTOMER ARE HEREINAFTER REFERRED TO AS, INDIVIDUALLY, A “PARTY” AND COLLECTIVELY, THE “PARTIES.”

### 1. DEFINITIONS.

- 1.1 **Specific Words or Phrases.** For purposes of this Addendum and for any Statement of Work (as defined below), each capitalized word or phrase defined in this Addendum has the meaning designated. All other capitalized words or phrases will have the meaning designated in the EULA. Solely with respect to the Services, this Addendum and any Statement of Work and the activities contemplated hereunder and thereunder: (i) all references in the EULA to “Quote” are deemed to refer to any Statement of Works and (ii) all references in the EULA to “Software,” are deemed to refer to Services (as defined below).
- 1.2 **"Deliverables"** means all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Nuix in the course of performing the Services.
- 1.3 **"Customer Materials"** means any documents, data, know-how, methodologies, software and other materials provided to Nuix by Customer.
- 1.4 **"Personnel"** means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a Party.
- 1.5 **"Pre-Existing Materials"** means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Nuix in connection with performing the Services, in each case developed or acquired by Nuix prior to the commencement or independently of this Addendum.
- 1.6 **"Services"** means the services described in the applicable Statement of Work that is to be provided by Nuix to Customer (including the provision of Deliverables), and any related services, information or materials to be provided by Nuix under this Addendum.
- 1.7 **"Statement of Work"** means a written transactional document signed by an authorized representative of each Party and entered into under the Addendum that describes the Services to be provided by Nuix.

### 2. PROVISION OF SERVICES

- 2.1 During the Term, Nuix shall perform the Services set forth in the Statement of Work. Nuix shall determine the manner and means of performing and providing the Services and shall use commercially reasonable efforts to provide the Services in accordance with any agreed or estimated time schedules set forth on the applicable Statement of Work.
- 2.2 **Change Orders.**
  - 2.2.1 In the event that Customer or Nuix requests a change in any of the specifications, requirements, Deliverables, or scope of the Services described in any Statement of Work, the party seeking the change shall propose the application changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party’s contract managers shall meet, either in person or via remote (telephone, web, etc.) conference, to discuss and agree upon the proposed changes. Nuix will prepare a change order, describing the proposed changes to the Statement of Work and the applicable changes in fees and expenses, if any (each, a **"Change Order"**). Change Orders are not binding unless and until they are executed by both parties in writing. Executed Change Orders shall be deemed part of, and subject to, this Addendum and the applicable Statement of Work. In the event that the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management officers for resolution.
  - 2.2.2 Notwithstanding Section 2.2.1, Nuix may, periodically review and modify the Services: (i) without notice to Customer in order to comply with any applicable safety or statutory requirements, or (ii) subject to Customer’s prior written consent, which shall not be unreasonably withheld or delayed, in each case provided that such changes do not materially affect the nature, scope of, or fees or other charges for the Services.

- 2.2.3** Nuix may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with Section 3.
- 2.2.4** If (i) Customer requires a change in the scope of the Services and such change must be effected immediately (*i.e.*, Customer cannot wait for the Change Order request process described above) and (ii) Customer's exigent circumstances are approved by Nuix (in its sole and absolute discretion), then Customer may send an email to legal@nuix.com describing the requested changes to the scope of Services. Nuix will then provide a fee for this service (on the same email thread), which will be deemed accepted by Customer upon receipt. Customer will indemnify and hold Nuix harmless from and against all Losses arising from any and all actions taken in connection with the email change order.
- 2.3 Conflicts.** In the event of a conflict or inconsistency between the terms and conditions of this Addendum and those of a Statement of Work or Change Order, the terms and conditions of this Addendum will control, unless specifically stated otherwise in the Statement of Work or Change Order.
- 2.4 Customer Assistance.** In the event the Services are provided on Customer's premises, Customer shall provide safe and adequate space, power, network connections, materials, access to its hardware, software and other equipment and information, and assistance from qualified personnel familiar with Customer's hardware, software, other equipment and information, and data processing requirements, as reasonably requested by Nuix. Customer acknowledges and agrees that Nuix's ability to successfully provide the Services in a timely manner is contingent upon its receipt from Customer of the materials, information, and assistance requested. Nuix shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, its agents or employees.
- 2.5 Subcontractors.** Nuix may, upon prior notice to Customer, subcontract all or any part of the Services to be performed hereunder to any third party, provided that Nuix remains primarily responsible to Customer for the performance of any such subcontracted Services.
- 3. FEES AND PAYMENT**
- 3.1** In consideration of the provision of the Services by the Nuix and the rights granted to Customer under this Addendum, Customer shall pay the fees set forth in the applicable Statement of Work.
- 3.2** Where the Services are provided on a time and materials basis: (i) the fees payable for the Services shall be calculated in accordance with Nuix's hourly fee rates (charged at a daily minimum of eight (8) hours) for the Nuix Personnel set forth in the applicable Statement of Work; and (ii) Nuix shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section together with a detailed breakdown of any expenses for such month incurred in accordance with Section 3.6.
- 3.3** Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Nuix in advance of commencement of any Services. Nuix shall further issue invoices to Customer for any expenses incurred in accordance with Section 3.6. Such fees shall not be refundable.
- 3.4** Where fixed cost items are included in the Services, the total price of those items shall be paid to Nuix in advance of commencement of any Services and shall not be refundable.
- 3.5** Customer agrees to reimburse Nuix for all reasonable travel and out-of-pocket expenses incurred by Nuix in connection with the performance of the Services.
- 3.6** Customer shall pay all properly invoiced amounts due to Nuix within thirty (30) days after Customer's receipt of such invoice. Unless otherwise stated in the applicable Statement of Work, all payments hereunder shall be in US dollars and made by wire transfer.
- 3.7** In the event payments are not received by Nuix within thirty (30) days after becoming due, Nuix may:
- 3.7.1** charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
- 3.7.2** suspend performance for all Services until payment has been made in full.
- 3.8** If an invoiced amount is disputed in good faith by Customer then, until resolution of the dispute, Customer may suspend disputed payments and toll the running of time for default by: (a) paying the undisputed amount, if any; and (b) sending a written statement of exceptions to Nuix.

**3.9** All amounts payable under this Addendum are exclusive of sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Addendum by any authority, except for taxes payable on Nuix's net income. If any such tax or duty has to be withheld or deducted from any payment under this Addendum, Customer shall gross-up the payment under this Addendum by such amount as shall ensure that after such withholding or deduction Nuix shall have received an amount equal to the payment otherwise required.

#### **4. WARRANTIES.**

**4.1 Limited Warranty.** Nuix warrants to Customer that the Services will be provided in a professional and workmanlike manner, in accordance with the performance standards generally prevailing in the industry. Nuix shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 4.1, re-perform the defective Services or, at Nuix's option, refund the fees paid by Customer for such defective Services; Nuix shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

**4.2 Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1 ABOVE, THE SERVICES AND ANY DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NUIX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. NUIX DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

#### **5. INTELLECTUAL PROPERTY**

**5.1** As between Customer and Nuix, all Intellectual Property Rights and all other rights in and to the Deliverables (except for any Confidential Information of Customer or Customer Materials) and the Pre-existing Materials shall be owned by Nuix. Nuix hereby grants Customer a license to use all such rights free of additional charge and on a non-exclusive, worldwide, royalty-free and perpetual basis to the extent necessary to enable the Customer to make reasonable use of the Deliverables and the Services.

**5.2** Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Nuix shall have no right or license to use any Customer Materials except solely during the Term of the Addendum to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

#### **6. TERMS AND TERMINATION**

**6.1 Term.** This Addendum will commence on the date that Nuix begins the performance of the Services and will continue in effect unless superseded or otherwise terminated pursuant to this Section 6.

**6.2 Termination.** Customer may terminate this Addendum or any Statement of Work by written notice to Nuix if Nuix is in material breach of any obligation under this Addendum or such Statement of Work which default has not been cured within thirty (30) days after receipt of written notice of such material breach. Nuix may terminate this Addendum or any Statement of Work immediately upon written notice in the event (a) Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Nuix that payment is past due, or (b) Customer breaches any material term of this Addendum. The termination of any Statement of Work shall not cause the automatic termination of any other Statement of Work. The termination of this Addendum shall automatically terminate all Statements of Work.

**6.3 Effect of Termination.** Upon the termination of this Addendum (or Statement of Work), (a) all licenses granted to Customer under this Addendum (or such Statement of Work) will immediately terminate, (b) Customer shall return or destroy all copies of Confidential Information in its possession or control under this Addendum (or such Statement of Work), (c) Customer shall pay all amounts due and payable to Nuix under this Addendum (or such Statement of Work), and (d) Customer shall immediately notify Nuix in writing that it has complied with the foregoing obligations. Sections 3 (Fees and Payment), 4.2 (Disclaimer), 6.3 (Effect of Termination), 7 (Confidential Information), 8 (Liability and Indemnity), and 9 (General) will survive the termination of this Addendum (or a Quote) for any reason.

#### **7. CONFIDENTIAL INFORMATION AND FEEDBACK.**

**Section 2.4 (Feedback)** and **Section 4.1 (Confidentiality)** of the EULA (as modified pursuant to **Section 1.1 (Specific Words or Phrases) of this Addendum**) will apply with respect to the Services, this Addendum and any Statement of Work and the activities contemplated hereunder and thereunder.

#### **8. LIABILITY AND INDEMNITY.**

**Section 9 (Liability and Indemnity)** of the EULA (as modified pursuant to **Section 1.1 (Specific Words or Phrases)** of this Addendum) will apply with respect to the Services, this Addendum and any Statement of Work and the activities contemplated hereunder and thereunder.

#### **9. GENERAL.**

**Section 10 (General)** of the EULA (as modified pursuant to **Section 1.1 (Specific Words or Phrases)** of this Addendum) will apply with respect to the Services, this Addendum and any Statement of Work and the activities contemplated hereunder and thereunder.