



**NUIX SaaS**  
**DATA PROCESSING ADDENDUM**

This Data Processing Addendum (“DPA”) applies to the extent that Nuix Processes Personal Data on behalf of Customer in the course of providing Services.

***This DPA does not apply where Nuix is the Controller.***

For good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

1.1 “Agreement” means

If Customer is party to a Master Services Agreement for Nuix SaaS, Master Software License and Services Agreement, maintenance and support agreement, professional services agreement, EULA, or other agreement with Nuix or its Affiliate, then such agreement is hereinafter designated the “Agreement”, this DPA serves as a modification of the Agreement, the Nuix entity that is party to such Agreement is party to this DPA and designated “Nuix”), and the licensee or non-Nuix party to the Agreement (hereinafter the “Customer”) is the Customer under this Agreement.

If Customer has executed an Order Form with Nuix or its Affiliate pursuant to the Agreement, but is not itself a party to an agreement with Nuix or its Affiliate, then such Order Form is hereinafter designated the “Agreement”, this DPA is an addendum to that Order Form, and any subsequent renewal Order Forms, the Nuix entity that is party to such Order Form is party to this DPA and designated “Nuix”), and the licensee or non-Nuix party to the Agreement (hereinafter designated the “Customer”) is the Customer under this Agreement.

If Customer is not a party to an agreement directly with Nuix, but is instead a licensee indirectly via an authorized reseller or distributor of Nuix products, then this DPA shall constitute a free-standing independent agreement between the non-Nuix party executing this DPA (hereinafter designated the “Customer”) and the Nuix entity identified below (“Nuix”).

All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.

1.2 “Data Protection Law” means all data protection and privacy laws applicable to the Processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

1.3 “EU Data Protection Law” means “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 (“General Data Protection Regulation” or “GDPR”); and, within, the United Kingdom, the Data Protection Act 2018.

1.4 “EU Model Clauses” means the standard contractual clauses for Processors as approved by the European Commission pursuant to Decision C (2010)593, as they may be amended or replaced from time to time by the European Commission, or by any other data protection authority with jurisdiction.

1.5 “Services” means Nuix’s SaaS service, along with any installation, implementation, warranty or customer support services provided by Nuix to Customer pursuant to the Agreement.

1.6 “Sub-processor” has the meaning set forth in the EU Data Protection Law, and applies to any Processor engaged by Nuix or any member of its group of companies that processes Personal Data pursuant to the Agreement. Sub-processors may include third parties or any member of Nuix’s group of companies.



1.7 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## **2. Processing**

2.1 Role of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Nuix is the Processor and Nuix may engage Sub-processors as set forth below.

2.2 Customer Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, and for the lawfulness of any Processing of such Personal Data. With regard to “special category data” as defined in the EU Data Protection Law, Customer shall Process such data only to the extent “necessary for the establishment, exercise or defence of legal claims” or as otherwise permitted under EU Data Protection Law.

Customer’s operation of the Nuix SaaS service shall constitute “instructions” from Customer for the purposes of this Section.

2.3 Nuix Processing of Personal Data. Nuix will treat Personal Data as confidential information, will comply with its Processor obligations under Data Protection Law, and will Process Personal Data solely in accordance with Customer’s instructions. Processing any Personal Data outside the scope of the Agreement will require prior written agreement between Nuix and Customer by way of written amendment to the Agreement, and may include additional fees payable by Customer to Nuix for carrying out such instructions. Upon notice in writing, Customer may terminate the Agreement if Nuix declines to follow Customer’s reasonable instructions that are outside the scope of, or changed from, those given or agreed to in the Agreement, to the extent such instructions are necessary to enable Customer to comply with Data Protection Laws.

2.4 Processing of Personal Data Details.

2.4.1 Subject Matter. The subject matter of the Processing under the Agreement is the Personal Data.

2.4.2 Duration. The duration of the Processing under the Agreement is determined by Customer and as set forth in the Agreement.

2.4.3 Purpose. The purpose of the Processing under the Agreement is determined by Customer.

2.4.4 Nature of the Processing. Nuix and/or its Sub-processors are providing Services or fulfilling contractual obligations to Customer as described in the Agreement. These Services may include the Processing of Personal Data by Nuix and/or its Sub-processors on systems that may contain Personal Data.

2.4.5 Categories of Data Subjects. The data subjects of Customer may include Customer’s end users, employees, customers, contractors, suppliers and other third parties.

## **3. Sub-processing**

3.1 Use of Sub-processors. Nuix may engage third parties from time to time to provide services on its behalf. Such third parties may include subsidiaries or affiliates of Nuix Pty. Ltd. Customer hereby consents to engagement of third parties by Nuix to Process Personal Data under the Agreement as provided herein.

3.2 Obligations. Nuix will enter into an agreement with each Sub-processor that imposes obligations to protect Personal Data at least as stringent as those imposed on Nuix hereunder (to the extent applicable to the services provided by the Sub-processor).

3.3 Current Sub-processors. The identity of Nuix’s Sub-processors, along with all details of the infrastructure supporting the Nuix SaaS business, are highly confidential proprietary information of Nuix and will be



disclosed to Customer only under adequate obligations of confidentiality. On request, Customer shall be provided either a secure link or other confidential communication setting forth the identity of Nuix's current Sub-processors for the Nuix SaaS business. *By executing this DPA, Customer confirms its acceptance of such Sub-processors.*

- 3.4 New Sub-processors. Nuix shall provide Customer with written notice of the appointment of any new Sub-processor, which notice may be given by a message or alert that Customer is notified of. Such appointment shall be subject to Customer's approval, which shall not be unreasonably withheld or delayed. Customer shall be deemed to have given such approval unless, within 10 days of receiving notice from Nuix of an addition to its Sub-processors, Customer provides notice of its objection to the new Sub-processor(s). In case of such objection, the Parties shall work together to find a reasonable solution to Customer's concerns for a period of up to 90 days. If, at the end of such 90-day period, a reasonable solution has not been agreed, either party may terminate this DPA, along with the Agreement, upon serving 30-days' written notice to the other party.

#### **4. Security Measures**

- 4.1 Security Measures by Customer. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data, the purposes for which and the manner in which Personal Data is Processed, and how long such Personal Data shall be retained.
- 4.2 Security Measures by Nuix. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Nuix has implemented appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. ("Security Measures") in relation to Personal Data. The Security Measures are subject to technical progress and development. Nuix may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.
- 4.3 Nuix Personnel. Nuix shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Nuix or its Affiliate who may have access to, or need to know, Personal Data, ensuring in each case that access is limited to that strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to Nuix, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

#### **5. Personal Data Breach Response**

- 5.1 Notification. Upon becoming aware of a Personal Data Breach, Nuix will notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Nuix will use reasonable endeavors to assist Customer in mitigating, where possible, the adverse effects of any Personal Data Breach, at Customer's expense. Within the timeframes required for Customer to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Customer agrees to coordinate with Nuix in good faith on the content of Customer's intended public statements or required notices for the affected Data Subjects and/or notices to the relevant supervisory authorities regarding the Personal Data Breach.
- 5.2 Contact Information and DPO. Customer shall provide Nuix with contact information for a single point-of-contact for use in the case of notification of Personal Data Breach, and shall maintain the currency of such information. Customer shall also inform Nuix if it has a Data Protection Officer, and shall provide contact information for such person, and shall maintain the currency of such information.



Customer's current single point-of-contact

Name:

Email:

Mobile telephone:

Customer's DPO (if appointed)

Name:

Email:

Mobile telephone:

**6. Audit Reports**

- 6.1 Nuix audits its compliance against data protection and information security standards on a regular basis. Such audits are conducted by Nuix's internal audit team or by third party auditors engaged by Nuix. The specific audits, and the data protection and information security certifications Nuix has achieved, will necessarily vary depending upon the nature of the Services in question. Upon Customer's written request, and subject to obligations of confidentiality, Nuix will make available to Customer a summary of its most recent relevant audit report, and/or other documentation reasonably required by Customer which Nuix makes generally available to its customers, so that Customer can verify Nuix's compliance with the Data Protection Laws. To the extent such audit reports are deemed by Customer to not be reasonably sufficient to address any concern regarding Nuix's compliance with the Data Protection Laws, Nuix shall provide any additional information necessary to demonstrate such compliance, and allow for and contribute to audits, including inspections, conducted by Customer as Controller, or another auditor appointed by Customer at Customer's expense.

**7. Data Transfers and Exports**

- 7.1 Data Transfers. Nuix may transfer and Process Personal Data to and in other locations around the world where Nuix or its Sub-processors maintain data processing operations as necessary to provide the Services. The terms of this DPA shall be read in conjunction with the EU Model Clauses and other applicable transfer mechanisms pursuant to this Section 7.
- 7.2 Data Transfers from the EEA and Switzerland. Where Personal Data is transferred from the European Economic Area ("EEA") or Switzerland to a member of Nuix's group of companies located in a country not recognized by the European Commission or the Swiss Federal Data Protection Authority as providing an adequate level of protection for Personal Data, and where such transfer is not governed by Nuix's EU-US Privacy Shield framework or Swiss-US Privacy Shield framework, such transfer shall be governed by one or more inter-company agreements between the exporting Nuix entity and the importing Nuix entity that incorporate the EU Model Clauses. Nuix will provide a copy of such inter-company agreements to Customer upon Customer's written request, subject to redaction as may be appropriate. If Nuix adopts Binding Corporate Rules or another alternative data export solution (as recognized under EU Data Protection Law), then the EU Model Clauses will cease to apply with effect from the date that Nuix implements such new data export solution.
- 7.3 Privacy Shield. Nuix complies with the terms of the EU-US and Swiss-US Privacy Shield frameworks and is Privacy Shield certified. Where Personal Data is transferred from the EEA or Switzerland to any member of Nuix's group of companies located in the United States of America, such transfer shall be governed by Nuix's EU-US Privacy Shield framework or Swiss-US Privacy Shield framework. Customer and Nuix acknowledge and agree that on the request of the United States Department of Commerce (or any successor body) or a competent supervisory authority, enforcement or other public or regulatory authority, court or tribunal, Nuix may make available to them a summary or representative copy of this DPA or any relevant provisions in the Agreement.



## **8. Deletion of Personal Data**

- 8.1 Following expiration or termination of the Agreement, and at any time during the term of the Agreement upon written request, Nuix will delete or return to Customer any Personal Data in Nuix's possession, except to the extent Nuix is required by applicable law to retain some or all of the Personal Data (in which case Nuix will archive the data and implement reasonable measures to prevent the Personal Data from any further Processing).

## **9. Cooperation**

- 9.1 Data Protection Requests. If Nuix receives any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement, including requests from individuals seeking to exercise their rights under the Data Protection Law, Nuix will promptly redirect the request to the Customer. Nuix will not respond to such communication directly without Customer's prior written authorization, unless legally compelled to do so. If Nuix is required to respond to such a request, Nuix will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.
- 9.2 Customer Requests. Nuix will reasonably cooperate with Customer, at Customer's expense, to permit Customer to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement to the extent that Customer is unable to access the relevant Personal Data in their use of the Services.
- 9.3 DPIAs and Prior Consultations. To the extent required by EU Data Protection Law, Nuix will, upon reasonable notice and at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and/or prior consultations with data protection authorities.

## **9. Liability, Indemnification and Relationship with the Agreement**

- 9.1 Each of Nuix and Customer shall bear full responsibility for any fines or penalties imposed on it by a data protection authority regarding the activities governed by this DPA, and shall have no right to seek contribution to, or indemnification from, the other party with respect to any such fines or penalties.
- 9.2 Each of Nuix and Customer shall have the right to seek damages from the other party with regard to any material breach by the other party of its obligations under this DPA provided that:
- such damages have been finally determined in an arbitration award, or in the final judgment of a court of competent jurisdiction;
  - no indemnification obligation for such damages shall apply;
  - neither party shall have any liability with respect to incidental, indirect or consequential damages, including any and all third-party claims; and
  - the aggregated liability of either Nuix or Customer for such damages shall be limited to the amount of payments made by Customer to Nuix during the rolling 12-month period preceding the incident giving rise to the claim.
- 9.3 This DPA acts as an amendment to the Agreement, and any provisions of the Agreement that conflict with or are inconsistent with Agreement shall not apply to the activities governed by this DPA. This includes in particular any provisions that are inconsistent with Sections 9.1 and 9.2 of this DPA. With regard to activities under the Agreement that are not governed by this DPA, the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, Nuix and Customer have caused this Agreement to be executed by their duly authorized representatives identified below.

**NUIX**

**CUSTOMER**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date: