

## **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.
- b. "Documentation" means the documentation in relation to the Software Product provided to you with the Software Product.
- 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 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 version of the product.
- e. Headings are for convenience only and do not affect interpretation.
- f. "Remote Enabled" means hosting Nuix software or Nuix Cases for the purpose of Third Party analysis and review, via the Internet or any other external network.
- 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.
- h. "Nuix Cases" means the product of running the Nuix software over a data set.
- 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 software updates.
- j. "Reseller" means a company or person which is permitted to resell Nuix software on behalf of Nuix.
- k. "Sub-reseller" means a company or person which is licenced by a Reseller to resell Nuix software on behalf of the Reseller.
- l. "Third Party" means any party other than the licenced user of the Nuix Bundle and Nuix.
- m. "Nuix Licence Key" means a USB key and associated 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 the cases of the Nuix Reviewer (see 2.2 (d)) and Nuix Demo (see 2.2 (c)) 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 licences, then you may use the Software Product concurrently on a number of computers or workstations up to the maximum number of users for which legitimate licences have been purchased.
- b. A single copy of the Software Product and Documentation can be made for backup and archival purposes.
- c. One hard copy of the Documentation may be printed.
- 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 are annual licences and should you, or your company, not renew the annual licence by paying the fee to Nuix or its associates, 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 as of version 2.12.0 of the software,) 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-built limitations.

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

- a. Rent the user 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 Remote Enabled form. The exceptions to this point 2.3 (c) are customers who have purchased, or entered into an agreement with Nuix, for a Remote Enabled version which will be detailed on the Customer Invoice.
- d. Permit or authorise any Third 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 trialled for suitability and not yet purchased.
- g. Use Nuix outside of any additional restrictions agreed upon in the presale period and detailed in the original Customer Invoice.

### **3. Support and 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's 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 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.

4.5 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 definition of free or open source software.

## **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.