

NUIX EULA

This is the End User Licence Agreement ("EULA") between NUIX PTY LTD ABN 80 117 140 235 of Suite 64, 89 Jones Street, Sydney New South Wales 2000, Australia ("Nuix") and you ("Licensee"). Nuix agrees to provide access to Nuix's software in the manner set out in this Agreement and YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE SOFTWARE AND RETURN IT UNUSED.

1. Definitions

"Affiliate" shall mean, as to a party, any other Entity that directly or indirectly controls or is controlled by such party. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as applied to any Entity means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Entity, whether through the ownership of voting securities or other ownership interest. For the purpose of this definition, "Entity" means any individual, partnership, corporation, limited liability company, unincorporated organization or association, any trust, or any other business entity.

"Commencement Date" means the commencement date set out in the Proposal or in the absence of such a date in the Proposal, the date referenced on the invoice sent to the Licensee or Reseller whichever occurs earlier.

"Confidential Information" shall have the meaning set out in Clause 10;

"Corporations Act 2001 (Cth)" means the Corporations Act 2001 (Cth) being a statute of the Commonwealth of Australia;

"Documentation" means any documentation in relation to the Software provided by Nuix to the Licensee;

"Expiry Date" means the expiry date in the Proposal or, in the absence of such a date in the Proposal, the expiry date notified by Nuix to the Licensee;

"Gigabyte" means 1,000,000,000 uncompressed bytes. A "byte" means a unit of digital information consisting of eight "bits". "Uncompressed bytes" means the original number of "bytes" in the original format in which the data was stored.

"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;

"Licence Fee" means the licence fees set out in the Proposal or, in the absence of such fees in the Proposal, the licence fees notified by Nuix to the Licensee;

"Nuix" means Nuix Pty Ltd or any other entity which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of that entity;

"Nuix Licence Key" is an encrypted file provided by Nuix, which unlocks the Software and enables the use of the Software by the user;

"Object Code" shall mean the binary machine-readable version of the Software;

"Payment Terms" means the payment terms set out in the Proposal or, in the absence of terms in the Proposal, the payment terms notified by Nuix to the Licensee;

"Personnel" means any employee, contractor, agent or officer;

"Proposal" means any proposal by Nuix to grant the Licensee a licence to use the Software;

"Related Body Corporate" has the meaning set out in the Corporations Act 2001 (Cth);

"Reseller" means an authorised entity or person permitted to re-sell Nuix software on behalf of Nuix.

"Restrictions on Use" means any restrictions on use set out in the Proposal or, in the absence of such restrictions in the Proposal, the restrictions on use notified by Nuix to the Licensee;

"Services" means any services set out in the Proposal;

"Services Fees" means any services fee set out in the Proposal, or, in the absence of such fees in the Proposal, the services fees notified by Nuix to the Licensee;

"Software" means the software set out in the Proposal and all new releases, versions, updates and upgrades of the Software that Nuix makes available to the Licensee;

"Software Provision Process" means the process for the provision of the access of Software set out in the Proposal or, in the absence of such a process in the Proposal, the process notified by Nuix to the Licensee;

"Term" means the term set out in Clause 7.1.

"Territory" means the territory set out in the Proposal or, in the absence of such a territory in the Proposal, the territory notified by Nuix;

2. Licence

- 2.1 Subject to clauses 2.2 to 2.8 and the Restrictions on Use, as well as the payment of all applicable Licence Fees for the Term of such licence, Nuix grants to the Licensee a limited, personal, nonexclusive, non-transferable, non-assignable Object Code licence to use:
- the Software; and
 - the Documentation,
 - in the Territory for the Term.
- 2.2 The Licensee will not:
- obtain any Intellectual Property Rights in relation to the Software, or any new releases, versions, updates or upgrades of the Software;
 - modify, adapt, translate, reverse engineer, decompile, create a derivative work of, disassemble or otherwise attempt to discover any part of the source code of the Software;
 - use the Software in a web enabled form for the purposes of third party analysis and view via the internet or other external network access method, bureau us, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing unless Nuix expressly approves this function;
 - permit or authorize any third party to use or copy the Software;
 - automate the operation of the Software or run the Software on a server unless Nuix expressly approves this function;
 - gain revenue or profit or benefit from the use of any trial Software;
 - take any action that may compromise or jeopardize Nuix's Intellectual Property Rights or use the Software or Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights;
 - use unauthorised modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive Software or Service or for the purpose of obtaining unauthorised access to the Software or Service;
 - remove or deface, or allow the removal or defacement, of any confidentiality, copyright or other proprietary notice placed on the Software or other items by Nuix; or
 - make any representations or warranties to any third parties that could be construed as being representations or warranties from Nuix to the third parties in relation to the Software or any other matter.
- 2.3 The Licensee may:
- make only a single copy of the Software and Documentation for backup and archival purposes only;

- b) print only one hard copy of the Documentation;
 - c) except in respect of Nuix Reviewer and Nuix Demo software, install the Software on multiple computers or workstations, but the Software may only be used by a single user at a time by the application of a legitimate Nuix Licence Key. If the Licensee has paid for multiple licences, then the Licensee may use the Software contemporaneously on a number of computers or workstations up to the maximum amount of users for which legitimate licences have been purchased;
 - d) in the case of Nuix Reviewer software, only install the exact (or fewer) number of Nuix Reviewer software copies as has been purchased. On termination of this Agreement, the Licensee must not use the Nuix Reviewer software and the software must be permanently deleted from the computer/network/server; and
 - e) in the case of Nuix Demo software (discontinued since V2.12.0), load and use the Nuix Demo software in as many computers as required - subject to the user not changing or attempting to change any of its in-built limitations.
- 2.4 The Licensee acknowledges the Software may be distributed in conjunction with software components covered by a licence which complies with the free software or open source definitions. This Agreement does not grant the Licensee any licence over such components. Such components are identified in "readme" files. Where the licence terms for such a component are included as part of the Software, that component is licensed to the Licensee on those terms. Where the licence terms for such a component are not included as part of the Software but are identified, then that component is licensed to the Licensee on the standard terms identified for that component.
- 2.5 The Licensee acknowledges:
- a) all Intellectual Property Rights in or related to the Software and the Documentation are and will remain Nuix's exclusive property, whether or not recognized or perfected under the laws of the jurisdiction in which the Software and Documentation are used or licensed;
 - b) Licensee will not take any action the jeopardizes Nuix's Intellectual Property Rights or acquire any right in the Software, Documentation, or Confidential Information and;
 - c) Nuix will own all Intellectual Property Rights in any copy, translation, modification, adaptation or derivation of the Software, marketing materials or other items of Nuix's Confidential Information, including any improvements or developments; and
 - d) Nuix will provide the Licensee with access to the Software using the Software Provision Process.
- 2.6 If the Licensee becomes aware of any unauthorized use of the Software, the Licensee will immediately notify Nuix and take all reasonable steps to prevent the unauthorized use or dissemination.
- 2.7 Nuix may audit the Licensee's compliance with the terms of this Agreement at any time on reasonable notice to the Licensee and the Licensee will provide access to any hardware, software, systems, documents and Personnel of the Licensee, and will provide all reasonable co-operation to Nuix, for the purposes of any such audit.
- 2.8 Nuix reserves the right to suspend Licensee and Licensee Affiliates EULA and Services for delinquent accounts and the Licensee agrees that Nuix shall not be liable to Licensee or Affiliate for any suspension;
- 3. Licence Fees**
- 3.1 In consideration of the licence to use the Software, the Licensee will pay the Licence Fee to Nuix.
- 3.2 If the Licensee does not pay the Licence Fee to Nuix in accordance with the Payment Terms, interest may accrue on any outstanding amounts at a rate of 12% per annum.
- 3.3 The Licence Fee is exclusive of GST or any other local, state, federal or foreign taxes, levies or similar governmental charges that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software, provision or receipt of any agreed additional services, the execution or performance of this Agreement or otherwise and the Licensee will pay all other taxes, levies or similar governmental charges or provide Nuix with a certificate of exemption acceptable to the taxing authority.
- 3.4 Where the Licensee has multiple Licences or Licensing dates that expire during a given month, Nuix may synchronise invoicing dates or extend invoicing dates to the end of that said month at the commencement of the Licensing period or at any time during the Licensing period. Additional Licences and other items purchased during a term will co-terminate with and be prorated through the then current Term. Fees for all subsequent orders and renewals shall be set at the then current pricing, unless otherwise agreed to by the parties;
- 3.5 The Licensee will notify Nuix a minimum of 30 days prior the expiration of the Term should they no longer wish to Licence Nuix Software. In the event that the Licensee has not advised Nuix 30 days prior to the expiration of the then current term, the Term shall be automatically extended for successive renewal terms of one (1) year at the then current price which will nonetheless be increased by a minimum of 5%;
- 3.6 In the event Nuix provide certain professional services to Licensee, the professional services shall be provided pursuant to a professional services addendum, which, if applicable, is hereby fully incorporated herein by reference.
- 4. Services**
- 4.1 Nuix will provide the Services to the Licensee.
- 4.2 The Licensee will pay to Nuix the Services Fees in respect of the Services.
- 5. Limited Warranty**
- 5.1 Nuix warrants that the Software will perform substantially in accordance with the Documentation for a period of 15 days following the Licensee's receipt of the Software. In jurisdictions in which limitations on express or implied warranties are not allowed by law, any such warranties shall be limited to 15 days.
- 5.2 The warranty in Clause 5.1 does not apply if:
- a) the Licensee has used the Software other than in accordance with any instructions on use of the Software set out in the Documentation;
 - b) the Software has been modified in any way without Nuix's written consent;
 - c) the failure to perform is the result of an accident or use of pre-release alpha and beta versions of the Software;
 - d) the failure to perform arises from the installation of the Software, the nature, use or operation of the hardware or other equipment on which the Software is used or the use of any materials or software provided or not provided by Nuix;
 - e) the Licensee has breached the terms of this Agreement; or
 - f) the Licensee or an affiliate of the Licensee has engaged in a trial period.
- 5.3 EXCEPT AS SET FORTH IN THIS CLAUSE 5 AND TO THE EXTENT PERMITTED BY LAW, NUIX MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT THE SOFTWARE, OR SERVICES OR THEIR CONDITIONS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY LICENSEE. NUIX FURNISHES THE ABOVE LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5.4 If the Software fails to perform in accordance with the warranty set out in Clause 5.1, or if warranties are implied into this Agreement and may not be excluded by law, then, to the extent permitted by law, the Licensee's only remedy is, at Nuix's option, to:
- a) repair or replacement of the Software; or
 - b) refund the Licence Fee for the unexpired or remaining period of the Term.

6. Liability

- 6.1 THE TOTAL AGGREGATE LIABILITY OF NUIX ARISING FROM ANY CLAUSE RELATED TO THIS AGREEMENT, THE LICENCE OR ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION, OR THE LICENSEE'S USE, OR INABILITY TO USE, ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION IS LIMITED TO THE AMOUNT RECEIVED BY NUIX FROM THE LICENSEE IN RELATION TO THIS AGREEMENT. THE LICENSEE EXPRESSLY ACKNOWLEDGES THAT THE LICENSEE'S USE OF ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION IS AT THE LICENSEE'S OWN RISK.
- 6.2 NUIX SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, DOCUMENTATION, AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGES TO EQUIPMENT, AND CLAIMS AGAINST LICENSEE BY ANY THIRD PERSON, EVEN IF NUIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY NUIX TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND NUIX'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST NUIX MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION AROSE.
- 6.3 THE LICENSEE AGREES TO INDEMNIFY NUIX AGAINST ALL CLAIMS AGAINST NUIX BY ANY THIRD PARTY WHICH ARISE AS A RESULT OF THE LICENSEE'S USE OF ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION.

7. Term and Termination

- 7.1 This Agreement will commence on the Commencement Date and will continue until the Expiry Date unless terminated earlier in accordance with the terms of this Agreement.
- 7.2 Nuix may terminate this Agreement if the Licensee breaches Clause 2
- 7.3 The Licensee agrees that Nuix shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach of Nuix's part, Nuix shall refund the pro rata portion of any fees paid by Licensee under this Agreement for the terminated portion of the Term.

8. Consequences of Termination

- 8.1 Upon the expiration or termination of this Agreement, all rights granted to the Licensee under this Agreement will immediately cease, and the Licensee will promptly comply with the termination obligations set out below:
- the Licensee will pay Nuix all due and outstanding amounts the due date of which will be brought forward to the date of expiration or termination of this Agreement, as well as any amounts that have accrued but not yet become due and payable; and
 - the Licensee will cease use of, and (to the extent that it is reasonably practicable) remove from the Licensee's computer systems, storage media and other files, and will deliver to Nuix all Software and related materials within the Licensee's possession or control.
- 8.2 The provisions of clauses 2.2, 2.5, 2.6, 2.7, 3, 5, 6, 7, 8, 9, 10 and 11 will survive the expiration or termination of this Agreement.

9. Force Majeure

Nuix will not be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond Nuix's reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties, transportation stoppages or slowdowns or inability to procure parts or materials and if any such causes prevent or delay performance for more than ninety days, Nuix may terminate this Agreement.

10. Confidentiality

- 10.1 The Licensee acknowledges that it will have access to certain Confidential Information concerning Nuix's business, plans, technology, products, and other information held in confidence by Nuix.
- 10.2 Confidential Information ("Confidential Information") shall mean, and includes, all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Nuix's proprietary technology, including Nuix services, software tools, hardware designs, algorithms, Software (in source and object forms), Documentation, user interface designs, databases, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Nuix or licensed to Nuix from a third party), including any derivatives, improvements, enhancements, or extensions of Nuix technology conceived, reduced to practice, or developed during the term of this Agreement by either party. Confidential Information also includes any customer information in relation to work in progress, term, scale, pricing, and invoicing. The terms and conditions of this Agreement are also confidential.
- 10.3 Confidential Information shall not include information which:
- is known publicly;
 - is generally known in the industry before disclosure;
 - has become known publicly, without fault of the Licensee, subsequent to disclosure by Nuix; or
 - the Licensee becomes aware of from a third party not bound by non-disclosure obligations to Nuix and with the lawful right to disclose such information to the Licensee.
- 10.4 Licensee will keep the Confidential Information of Nuix confidential. The Licensee shall exercise the same degree of care and protection with respect to the Confidential Information of Nuix that it exercises with respect to its own Confidential Information. Licensee may disclose the Confidential Information of Nuix to its Personnel who have a need to know such Confidential Information solely in connection with this Agreement. Licensee will cause such Personnel to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Personnel. Licensee will not transfer or disclose any Confidential Information of Nuix to any third party without Nuix's prior written permission and without such third party having a contractual obligation (consistent with this Clause 10) to keep such Confidential Information confidential. Licensee will not use any Confidential Information of Nuix for any purpose other than in connection with this Agreement. Licensee will not, nor shall it (to the extent it is able) allow the removal or defacement of any confidentiality, copyright or other proprietary notice placed on the Software, Documents, or other items of information. The placements of copyright notices on these items will not of itself constitute publication or otherwise impair their confidential nature.
- 10.5 Unless otherwise authorized, upon the earlier of termination of this Agreement or request of Nuix, with respect to Nuix's Confidential Information, Licensee shall promptly either: (a) return such Confidential Information and provide certification to Nuix that all such Confidential Information has been returned; or (b) destroy such Confidential Information and provide certification to Nuix that all such Confidential Information has been destroyed.
- 10.6 If Licensee becomes aware of any unauthorized use or disclosure of the Confidential Information of Nuix, Licensee shall promptly and fully notify Nuix of all the facts known to it concerning such unauthorized use or disclosure. In addition, if Licensee is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), Licensee will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to Nuix so Nuix may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If Nuix is not successful in

obtaining a protective order or other appropriate remedy and Licensee is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if Nuix waives compliance with the provisions of this Agreement in writing, Licensee may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

10.7 The terms of this Section shall survive the expiration or termination of this Agreement.

11. General

- 11.1 This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Nuix reserves the right to name Licensee as a user of the Software and Service.
- 11.2 This Agreement, including all exhibits and/or Estimate/Order Forms, shall constitute the entire understanding between Licensee and Nuix and is intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Licensee in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Nuix to object to such terms, provisions, or conditions. Licensee represents that it has read this Agreement, understands it, agrees to be bound by all terms and conditions stated herein.
- 11.3 This Agreement may only be amended with Nuix's express written agreement.
- 11.4 Any waiver of a right under this Agreement by Nuix must be express and in writing. Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.
- 11.5 Nuix's rights under this Agreement do not exclude any other rights of Nuix.
- 11.6 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or unenforceable, the provision will be severed or limited to the minimum extent necessary so that this Agreement and the remaining provisions will otherwise remain in full force and effect.
- 11.7 Nuix may assign any rights or benefits under this Agreement to any third party.
- 11.8 The Licensee may only assign any rights or benefits under this Agreement with Nuix's express prior written consent. Any attempt to assign this Agreement by Licensee, without Nuix's consent, shall be null and void. Furthermore, for the purposes of this Agreement the acquisition of an equity interest in Licensee of greater than 25 percent by any third party shall be considered an "assignment."
- 11.9 If there is any inconsistency with the terms of the Proposal and the terms of this Agreement, then the terms of this Agreement will take precedence.
- 11.10 This Agreement will be governed by the laws of, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of, the state of New South Wales, Australia.
- 11.11 This Agreement is entered into solely for the benefit of Nuix and Licensee. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.
- 11.12 In this Agreement:
- a) the headings will not affect interpretation of this Agreement;
 - b) the singular includes the plural and vice versa, and a gender includes other genders;
 - c) any other grammatical form of a word or expression defined in this Agreement has a corresponding meaning;
 - d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - e) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
 - f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
 - g) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
 - h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
 - i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
 - j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
 - k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
 - l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of this Agreement; and
 - m) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.