## **NUIX - END USER LICENSE AGREEMENT**

This EULA is a legally binding agreement between Nuix and Licensee for use of the Software. The EULA consists of these terms and the Quotation. By clicking 'accept' or installing the Software or otherwise using the Software, Licensee acknowledges that Licensee has read, understands, and agrees to be bound by the terms of this EULA. Unless Licensee agrees with the terms of this EULA, Licensee is not authorized to use the Software. By installing or otherwise using any updates and/or upgrades, Licensee agrees to be bound by any license terms for the updates and/or upgrades. If Licensee does not agree to the license terms for updates and/or upgrades.

## 1. License.

- 1.1 Grant of License. Subject to the terms of this EULA, in consideration of payment of the License Fee by Licensee, Nuix hereby grants to Licensee a non-exclusive, non-transferable, non-assignable, license to use the Software for Licensee's internal use only in the Territory for the Term in accordance with the terms of this EULA.
- Prohibitions. Licensee must not: (a) copy, modify, adapt, translate, create a derivative work of, clone, reverse 1.2 engineer, reverse assemble, disassemble or decompile the Software or any part of the Software (or any accompanying hardware) or otherwise attempt to discover any part of the source code of the Software; (b) use any unauthorized modified version of the Software, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorized access to the Software; (c) use the Software in a manner that is contrary to any law or in violation of any Intellectual Property Rights or privacy rights; (d) publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with information or property of any person; (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Software; (f) use the Software in a web enabled form for the purposes of third party analysis or view via the internet or other external network access method; (g) permit or authorize any third party to use or copy the Software; (h) rent the use of the Software to any third parties; (i) gain revenue, profit or benefit from the use of any trial Software; (j) take any action that may compromise or jeopardize Nuix's Intellectual Property Rights; (k) remove or deface any confidentiality, copyright or other proprietary notice placed on the Software or Documentation; (I) make any representations or warranties to any third parties that could be construed as being representations or warranties from Nuix in relation to the Software or any other matter; (m) use the Software in any way that involves service bureau use, outsourcing, renting, SAAS or cloud services, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Software; or (n) do any other thing in relation to the Software specifically prohibited by Nuix in the Documentation or otherwise communicated by Nuix to Licensee in writing.
- **1.3 License Fee.** Licensee will pay the License Fee to Nuix within 30 days of the date of each invoice. Compound interest will accrue on any outstanding amounts at a rate of 2% per month. Licensee will pay any Taxes, in relation to the Software or this EULA.
- **1.4 Synchronization.** If Nuix has granted multiple licenses to Licensee that expire in a particular quarter, Nuix may synchronize the invoicing dates for such licenses to the last day of that quarter.
- **Renewal Term.** Licensee must provide written notice to Nuix at least thirty (30) days prior to the end of the Term stating whether or not Licensee wishes to request a Renewal Term. If Licensee fails to provide such a notice to Nuix, Nuix may automatically renew the license for a Renewal Term and invoice Licensee a license fee for the Renewal Term in accordance with Nuix's then current list price for the Software. Nuix will always have the discretion whether or not to grant a Renewal Term to Licensee.
- **1.6 Discontinuance.** Nuix may discontinue offering the Software at the conclusion of the Term. Nuix will have no liability to Licensee or any third party in relation to any such discontinuance.
- 2. Intellectual Property Rights.
- 2.1 Nuix's Intellectual Property Licensee acknowledges Nuix owns all rights, title and interest in all Intellectual Property Rights in the Software and the Documentation. The license granted to Licensee pursuant to this EULA does not convey any express or implied Intellectual Property Rights in the Software or the Documentation. Nuix's marks, logos and product names are marks of Nuix and Licensee agrees not to use such marks without Nuix's prior written consent.
- **Restrictions.** Licensee: (a) may make an unlimited number of copies of the Software and Documentation for internal use by the Licensee's Personnel and for backup and archival purposes only; (b) may (except in respect of Nuix Reviewer and Nuix Demo software) install the Software on multiple computers provided that, at any particular point in time, only one User uses the Software by the application of each Nuix License Key; (c) may, if Nuix has granted multiple licenses to Licensee, use the Software contemporaneously on multiple computers up to the maximum number of licenses granted; (d) must not access the Software by any means other than through the interfaces approved by Nuix;

- and (e) must not undertake any 'mirroring' or 'framing' of any part of the Software, or create Internet links to the Software which include log-in information, usernames, passwords or secure cookies.
- **Nuix Reviewer.** Licensee may only install and use Nuix Reviewer software on one computer for each license for Nuix Reviewer software granted by Nuix to Licensee.
- 2.4 Unauthorized Use. If Licensee becomes aware of any unauthorized use of the Software, Licensee will immediately notify Nuix. Licensee will, at Licensee's cost, comply with all reasonable directions of Nuix and take all reasonable steps to prevent the unauthorized use or dissemination of the Software. Without derogating from Licensee's obligations under this EULA, Nuix will own all Intellectual Property Rights in any copy, translation, modification, adaptation or derivation of the Software or Documentation including but not limited to any improvements or developments in the Software or Documentation.
- **2.5 Feedback.** Nuix will receive a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Software or Documentation any suggestions, enhancement requests, recommendations or other feedback provided by Licensee or Users.
- 2.6 Open Source and Third Party Intellectual Property. The Software may incorporate, be distributed with, or depend upon, certain software or other intellectual property that may be considered "open source," "public use" or is otherwise subject to an open source license ("Open-Source Components"). Any use of the Open-Source Components by Licensee shall be governed by, and subject to, the terms and conditions of the Open-Source Components described in the Documentation. The Software may also contain third party software or other intellectual property ("Third Party Software"). Third Party Software is licensed for use solely with the Software and may not be used on a stand-alone basis or with any other third party products unless authorized by Nuix in writing. Licensee agrees not to use any marks of third parties without the prior written consent of those third parties.
- 3. Terms of Service.
- 3.1 Licensee Details. Licensee will provide accurate and complete details of Licensee's name, address, email address and phone number, and will immediately advise Nuix of any change to such details. Nuix may rely on any information and act on any instructions provided from any email address notified by Licensee.
- **3.2 User Access.** Licensee will authorize access to and assign unique passwords and usernames to each User. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User. Licensee is responsible for all activities conducted under User logins.
- **Security.** Licensee will be responsible for the security, confidentiality and use of usernames and passwords. Licensee must prevent unauthorized access to or use of usernames and passwords. Licensee must promptly notify Nuix of any loss or theft or unauthorized use of any username or password.
- **3.4 Users.** Licensee is responsible for each User's compliance with this EULA. Licensee will ensure that all use of the Software by Users is in accordance with the terms of this EULA.
- 3.5 Licensee Data. Licensee acknowledges and agrees that Licensee will be solely responsible for backing-up, and taking all appropriate measures to protect and secure, Licensee Data. Licensee acknowledges that Nuix may make, store and maintain back up copies of Licensee Data, but is not obliged to do so. Nuix will not be liable for any loss or corruption of Licensee Data.
- **Support.** Licensee acknowledges that Nuix has extensive experience with the Software, and not engaging Nuix or a service provider approved by Nuix to provide services, or not following the advice of Nuix or a service provider approved by Nuix, may substantially limit Licensee's ability to successfully utilize the potential of the Software.
- 4. Confidentiality and Privacy.
- **4.1 Confidential Information.** Licensee acknowledges the Software and Documentation may contain Confidential Information. Licensee is not entitled to use, disclose or copy the Confidential Information other than strictly in accordance with this EULA and will keep the Confidential Information secure at all times.
- **4.2 Promotions.** Licensee gives permission for Nuix to disclose details of this EULA, and publish Licensee's name and logo in lists of customers, for publicity and promotional purposes. Licensee gives Nuix permission to contact, and use information about, Licensee for the purposes of promoting goods and services to Licensee.
- 5. Laws.
- 5.1 Compliance. Licensee warrants that Licensee's use of the Software will comply with all laws, treaties, regulations, and

conventions (including but not limited to laws in relation to privacy, electronic communications and anti-spam).

- **Specific Compliance.** Without limiting Licensee's other obligations under this EULA or otherwise, Licensee: (a) represents that Licensee is not named on any United States government list of persons or entities prohibited from receiving exports; (b) will not permit Users to access or use the Software in violation of any United States export embargo, prohibition or restriction; and (c) will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which the Users are located.
- 6. Suspension or Termination.
- **6.1 Infringement.** Nuix may suspend access to the Software or terminate this EULA if Nuix reasonably considers that Licensee or any User has infringed, or threatens to infringe, Nuix's Intellectual Property Rights.
- **Non-payment.** Nuix may suspend access to the Software or terminate this EULA if: (a) any amount due and payable by Licensee is unpaid after Nuix has sent two (2) notices to Licensee seeking payment and at least thirty (30) days have passed since the date of the first notice; or (b) Licensee has not been granted and paid for a renewal license before the end of the Term.
- **Breach.** Without derogating from Nuix's rights under this EULA or otherwise, if Licensee is in breach of this EULA, Nuix may provide a written notice to Licensee specifying the breach and requiring Licensee to remedy the breach within 7 days and if Licensee does not remedy the breach within 7 days after receiving such notice, Nuix may suspend access to the Software or terminate this EULA.
- **6.4 Harm.** Nuix may suspend access to the Software if Nuix reasonably considers that any part of the Software is being used for illegal activity or the use of the Software is causing material and ongoing harm to Nuix or any third party. Nuix will endeavor to provide reasonable notice of any such suspension to Licensee.
- **No Liability.** Licensee agrees Nuix will not be liable to Licensee or any third party for any loss, liability, cost, payment, damages, debt or expense arising directly or indirectly from any suspension or termination in accordance with this clause [6].
- 7. Consequences of Termination.
- 7.1 License Ends. Upon the expiration or termination of this EULA: (a) all rights granted to Licensee under this EULA will cease; (b) Licensee will have no rights to use the Software and must cease using the Software; (c) Licensee must immediately provide to Nuix all hard copies of the Documentation and Confidential Information, and all other items of Nuix's property, in Licensee's possession or control; (d) Licensee must immediately provide to Nuix a copy of all soft copies of the Software, Documentation and Confidential Information, and then erase and destroy all remaining soft copies of the Software, Documentation and Confidential Information, in Licensee's possession or control; (e) Licensee must take such action as reasonably directed by Nuix for the protection and preservation of the Confidential Information, Nuix's Intellectual Property Rights and all other items of Nuix's property; and (f) not do any act or thing which may injure, impair or reduce the goodwill or reputation of Nuix.
- **7.2 Payment.** Upon the expiration or termination of this EULA, all amounts owing by Licensee to Nuix will become immediately due and payable and Licensee will immediately pay all such amounts to Nuix. If this EULA is terminated for any reason set out in clause [6], Nuix will, in addition to any other rights under this EULA or otherwise, be entitled to all of the License Fees payable under this EULA for the entire Term.
- **7.3 Data on Termination.** Nuix may, at any time following 14 days after the expiration or termination of this EULA, delete any of Licensee's Data in Nuix's possession or control and Nuix will not be liable to Licensee or any other party for any loss, liability, cost, payment, damages, debt or expense arising directly or indirectly from the loss or deletion of Licensee Data. If Licensee makes a written request to Nuix prior to the expiration or termination of this EULA, Nuix may grant Licensee limited access to the Software for the sole purpose of Licensee retrieving Licensee Data, provided that Licensee has paid all amounts owed to Nuix under this EULA or otherwise.
- **7.4 Survival.** Clauses [2.1], [2.3], [2.4], [2.5], [4], [7], [9] and [10] will survive termination of this EULA.
- 8. No Warranty.
- **8.1 WARRANTY DISCLAIMER.** NUIX MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY FOR LICENSEE'S REQUIREMENTS). WITHOUT LIMITING THE FOREGOING, NUIX DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT

ANY USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE WILL DETECT OR CORRECT ANY THREATS OR HARMFUL COMPONENTS. THE SOFTWARE IS PROVIDED TO LICENSEE ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND FOR COMMERCIAL USE ONLY. LICENSEE IS RESPONSIBLE FOR DETERMINING WHETHER ANY INFORMATION GENERATED FROM USE OF THE SOFTWARE IS ACCURATE AND SUFFICIENT FOR LICENSEE'S PURPOSES.

- **8.2 Statutory Warranty.** If the law of any jurisdiction implies a warranty that cannot be excluded, that warranty will, to the extent permitted by law, continue for no more than a period of five (5) days from the Commencement Date.
- **8.3 Remedy.** If the Software does not perform in accordance with any warranty implied by law that cannot be excluded, and Licensee provides written notice to Nuix during the warranty period, Nuix's entire liability and Licensee's sole remedy will be for Nuix to either (at Nuix's option) correct, repair or replace the Software or affected part of the Software or refund the License Fee. Any corrected, repaired or replaced Software will be warranted for the remainder of the original warranty period.
- **Exclusions.** Any warranty implied by law that cannot be excluded does not apply if: (a) the use was pursuant to a demo or trial period; (b) Licensee has previously used the Software pursuant to a demo or trial period; (c) the issue relates to use of a pre-release alpha and beta version of the Software; (d) Licensee has used the Software other than in accordance with the Documentation; (e) the Software has been modified in any way without Nuix's prior written consent; (f) the issue relates to the incorrect installation of the Software; (g) the issue relates to the unauthorized modification of the Software; (h) the issue relates to the nature, use or operation of hardware; (i) the issue relates to use of any third party software other than prescribed in the Documentation; (j) the issue relates to any other items not provided by Nuix; (k) Licensee has used the Software in contravention of any law, treaty, regulation, or convention; (l) Licensee has infringed any Intellectual Property Rights; or (m) Licensee has breached any of the terms of this EULA.
- 9. Liability and Indemnity.
- 9.1 DISCLAIMER OF LIABILITY. NUIX WILL NOT BE LIABLE TO LICENSEE (UNDER STATUTE, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) IN RELATION TO ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS (INCLUDING BUT NOT LIMITED TO ANY BUSINESS INTERRUPTION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, PRODUCTION, BUSINESS, CONTRACTS, OPPORTUNITY, ACCESS TO MARKETS, GOODWILL, REPUTATION, PUBLICITY, INFORMATION, OR USE), OR ANY REMOTE, ABNORMAL, UNFORESEEABLE OR SIMILAR LOSS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES WERE IN THE CONTEMPLATION OF EITHER PARTY. LICENSEE AGREES THAT THE CONSIDERATION PAYABLE BY LICENSEE UNDER THIS EULA DOES NOT INCLUDE CONSIDERATION FOR THE ASSUMPTION OF THE RISK OF ANY SUCH DAMAGES OR LOSSES. TO THE EXTENT PERMITTED BY LAW, LICENSEE USES THE SOFTWARE AT LICENSEE'S OWN RISK.
- 9.2 LIMITATION OF LIABILITY. NUIX'S LIABILITY TO LICENSEE IN RELATION TO THE SOFTWARE AND THIS EULA (WHETHER UNDER STATUTE, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO NUIX IN ACCORDANCE WITH THIS EULA. LICENSEE AGREES THAT THE CONSIDERATION PAYABLE BY LICENSEE UNDER THIS EULA DOES NOT INCLUDE CONSIDERATION FOR THE ASSUMPTION OF THE RISK OF ANY FURTHER POTENTIAL DAMAGES OR LOSSES.
- **9.3 Indemnity.** Licensee will, at Licensee's expense, indemnify Nuix in relation to any loss, liability, cost, payment, damages, debt or expense, or any claim, demand, action, suit or proceeding, arising directly or indirectly in relation to any use of the Software, negligence, infringement of Intellectual Property Rights, use or disclosure of any Confidential Information, breach of this EULA or breach of any law, treaty, regulation, or convention by Licensee, any member of Licensee's Personnel or any Related Body Corporate of Licensee.
- 10. General.
- **10.1 Responsibility.** Licensee is responsible and liable for each member of Licensee's Personnel and each Related Body Corporate of Licensee and any act, omission or breach by any member of Licensee's Personnel or any Related Body Corporate of Licensee will be deemed to be an act of Licensee.
- **10.2 Force Majeure.** Nuix will not be liable for any failure or delay in performing any obligation under this EULA where such failure or delay is due to any cause beyond Nuix's reasonable control (including but not limited to any natural catastrophe, governmental act or omission, law or regulation, labor strike or difficulty, transportation stoppage or slowdowns or inability to procure personnel, parts or materials) and, if any such cause prevents or delays performance for more than thirty (30) days, Nuix may terminate this EULA.

- 10.3 No Security Interest. Licensee must not grant, nor purport to grant, any security interest to any third party in relation to the Software.
- **10.4 Audit.** Nuix may audit Licensee's compliance with the terms of this EULA at any time on reasonable notice to Licensee and Licensee will provide access to any hardware, software, systems, documents and Personnel of Licensee, and will provide all reasonable co-operation to Nuix for the purposes of any such audit.
- **10.5 Disputes.** If Licensee has any dispute or disagreement with Nuix in relation to any matter relating to this EULA, Licensee will provide a written notice to Nuix setting out all relevant details and background information in relation to the dispute and Licensee's proposal for resolution of the dispute.
- **Notices to Licensee.** Nuix may send notices, statements and other communications to Licensee to any email or postal address or facsimile number notified by Licensee to Nuix.
- **Relationship.** This EULA does not create any partnership, joint venture, agency or relationship of employment between the parties
- 10.8 Third Party Beneficiaries. This EULA is entered into solely for the benefit of Nuix and Licensee. No third party will have the right to make any claim or assert any right under it, and no third party will be deemed a beneficiary of this EULA.
- **10.9 Assignment.** Nuix may assign any rights or benefits under this EULA at any time. Licensee may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of Nuix. Any attempt to assign this Agreement by Licensee shall be null and void. Furthermore, for the purposes of this EULA the acquisition of an equity interest in Licensee of greater than 25 percent by any third party shall be considered an "assignment."
- **10.10 Set Off.** Nuix may set off any payment due to Licensee, whether under this EULA or otherwise, against any claim that Nuix has against Licensee, whether under this EULA or otherwise.
- **10.11 Severability.** If any provision, or the application of any provision, of this EULA is prohibited, invalid, void, illegal or unenforceable in any jurisdiction: (a) this will not affect the validity and enforceability of the provision or part in other jurisdictions; (b) the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and (c) the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this EULA.
- **10.12 Precedence.** If there is any conflict or inconsistency between the terms of the body of this EULA and the terms of the Quotation, the terms of this EULA will take precedence.
- 10.13 Entire Agreement. This EULA supersedes all prior undertakings, arrangements and agreements and constitutes the entire agreement between the parties in relation to the subject matter of this EULA and there are no conditions, warranties or other terms affecting the agreement between the parties other than those set out in this EULA. Licensee agrees that the terms of any terms and conditions of Licensee that have been proposed or provided by Licensee will not apply to the license of the Software or form part of this EULA.
- **10.14 Waiver.** Any waiver of a right under this EULA must be in writing and signed by the party granting the waiver and will not operate as a waiver in relation to any subsequent matter. Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this EULA will not result in a waiver of that right or prejudice or restrict the rights of the party.
- **10.15 Variations.** Any variation of, or amendments to, any terms of this EULA must be in writing and signed by both parties.
- 10.16 Cumulative Rights. The rights arising out of this EULA do not exclude any other rights of either party. Each indemnity in this EULA is a continuing obligation that is separate and independent from the other obligations under this EULA. Nuix is not obliged to take any action, or incur any expense, before enforcing any indemnity under this EULA. Each exclusion, limitation, indemnity or other benefit set out in this EULA for the benefit of Nuix will also be held by Nuix for the benefit of each member of Nuix's Personnel.
- 10.17 Contracting Parties, Governing Law, Notices and Jurisdiction. Who Licensee is contracting with under this EULA, who Licensee should direct notices to under this EULA, what law will apply in any lawsuit arising out of or in connection with this EULA, and which courts have jurisdiction over any such lawsuit, depend on where Licensee is domiciled.

If Licensee is domiciled in:	Licensee is contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Canada, and Mexico.	Nuix North America Inc.	Suite 500, 1101 30 <sup>th</sup> St. NW Washington, DC 20007	Delaware and controlling United States federal law.	Delaware, USA
Any country in Europe (other than the UK), the Middle East, South America, Africa, or Asia.	Nuix Ireland Limited	Unit 6, Airport East Business Park, Farmers Cross, Ballygarven, Kinsale Road, Co. Cork	Ireland	Ireland
The United Kingdom	Nuix Technology UK Ltd	Tower 42 Level 6, Room 612, 25 Old Broad St. City of London, Greater London, EC2N 1HQ	England	England
Australia and New Zealand.	Nuix Pty Ltd	Level 23, 1 Market Street, Sydney NSW 2000	Australia	Australia

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

10.18 Definitions. In this EULA: (a) "Commencement Date" means the earlier of the commencement date set out in the Quotation or the date on which Licensee first installs or uses the Software or otherwise agrees to be bound by the terms of this EULA; (b) "Confidential Information" means: (i) information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to Nuix or any Related Body Corporate of Nuix (including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter); (ii) negotiations in relation to, and the terms of, this EULA; (iii) information designated as confidential by Nuix; and (iv) information that is by its nature confidential; (c) "Documentation" means any documentation which accompanies the Software and is provided by Nuix to Licensee; (d) "EULA" means this End User License Agreement and includes the Quotation; (e) "Expiry Date" means the expiry date set out in the Quotation; (f) "Initial Term" means the period from the Commencement Date to the Expiry Date; (g) "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; (h) "License Fee" means the license fee set out in the Quotation; (i) "Licensee" means the entity who acquires the license rights from Nuix to use the Software pursuant to this EULA; (j) "Licensee Data" means all electronic data or information submitted to the Software by Licensee or any member of Licensee's Personnel; (k) "Nuix" means the Nuix company described in Section 10.17 ("Contracting Parties, Governing Law, Notices, and Jurisdiction"); (1) "Nuix License Key" is an encrypted file provided by Nuix, which unlocks the Software and enables the use of the Software by a User; (m) "Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party; (n) "Quotation" means the quotation(s) or other document(s) provided by Nuix to Licensee from time to time setting out details in relation to Licensee's use of the Software; (o) "Related Body Corporate" means a body corporate that is, in relation to another body corporate: (i) a holding company of that other body corporate; (ii) a subsidiary of that other body corporate; or (iii) a subsidiary of a holding company of that other body corporate; (p) "Renewal Term" means any further term granted by Nuix; (q) Software" means the software (including any upgrades or updates) supplied by Nuix to Licensee; (r) "Taxes" means any present or future tax, fee, levy, duty, charge, withholding, penalty, fine, impost or interest imposed by any government or governmental, semi-governmental or administrative body, department, commission, authority, agency, minister, statutory corporation, instrumentality or entity (which is not the subject of a valid certificate of exemption) including but not limited to any tax in relation to sales, use, property, value added, goods and services, turnover, stamp duty, interest equalization, business, occupation, excise, income, profits or receipts; (s) "Term" means the Initial Term plus any Renewal Term(s); (t) "Territory" means the territory set out in the Quotation (or, in the absence of a territory in the Quotation, worldwide except for countries which are the subject of any United States trade restriction, export control or embargo); and (u) "User" means any person who uses the Software.

**10.19 Interpretation.** In this EULA: (a) the headings will not affect interpretation of this EULA; (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 EULA has a corresponding meaning; (d) the Quotation forms part of and is incorporated in this EULA; (e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to,

this EULA; (f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (g) a reference to a party is to a party to this EULA; (h) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes; (i) 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; (j) 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; (k) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; (l) a reference to any thing (including but not limited to any right) includes part of that thing; (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds those parties jointly and severally; (n) any agreement, representation, warranty or indemnity in favor of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of those parties jointly and severally; (o) 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; (p) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this EULA or any part of this EULA; and (q) 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.

All rights reserved © 2013. Nuix