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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”); (l) “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) which 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.