

Nuix End User Licence Agreement

This is the end user licence agreement ("EULA") between Nuix Pty Limited ABN 80 117 140 235 ("Nuix"), an Australian company and you. This 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 this EULA 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 EULA unless the contrary intention occurs:

- (a) "Agreement/Proposal/Invoice" means any agreement executed between Nuix (or a Reseller or Sub-Reseller) and you in relation to the Bundle or, in the absence of such an agreement, any written proposal by Nuix (or a Reseller or Sub-Reseller) to you in relation to the Bundle or, in the absence of such a written proposal, the invoice from Nuix (or a Reseller or Sub-Reseller) in relation to the Bundle.
- (b) "Bundle" means the Software Product, any Documentation and any other components supplied in conjunction with the Software Product at the same time as the Software Product is supplied or supplied at an earlier or later date by Nuix to you.
- (c) "Documentation" means the documentation in relation to the Software Product provided to you by Nuix.
- (d) "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, trade marks, 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;
- (e) "Licence" means the licence set out in clause 2.
- (f) "Nuix Cases" are a product of running the Nuix software over a dataset.
- (g) "Nuix Licence Key" is an encrypted file provided by Nuix, which unlocks the Software Product and enables its use by the user.
- (h) "Reseller" is a company or person which is permitted to re-sell Nuix software on behalf of Nuix.
- (i) "Sub-Reseller" is a company or person which is licensed by a Reseller to resell Nuix software on behalf of the Reseller.
- (j) "Support and Maintenance Fees" means the fees customers pay to Nuix in order to receive telephone and email support as well as bug fixes and version upgrades and any other relevant services as set out in the Agreement/Proposal/Invoice.
- (k) "Web enabled" means hosting Nuix software – or Nuix Cases – for the purpose of 3rd Party analysis and review – via the internet or other external network access method.
- (l) "3rd Party" is any party other than you or Nuix.
- (m) Headings are for convenience only and do not affect interpretation.

1.2 The terms of this EULA take effect from the earlier of the commencement date set out in the Agreement/Proposal/Invoice or the time the user clicks on the button marked "Accept" during the installation process or the date of payment of licence fees. The terms of this EULA 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 you a licence to use the purchased Bundle in accordance with the terms of the Agreement/Proposal/Invoice and this EULA. 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 respect of Nuix Reviewer (see 2.2 (d)) and Nuix Demo (see 2.2 (e)) 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 licenses, then you may use the Software Product contemporaneously on a number of computers or workstations up to the maximum amount of users for which legitimate licenses have been purchased.

- (b) Make a single copy of the Software Product and Documentation for backup and archival purposes only.
- (c) Print one hard copy of the Documentation.
- (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 may be annual licenses and should you (or your company) not renew the annual licence (by paying the fee to Nuix or its Resellers), you must not 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 since V2.12.0), 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-build limitations.

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

- (a) Rent the use 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 "Web Enabled" form. The exception to this point 2.3 (c) are customers which have purchased, or entered into an agreement with Nuix, for a "Web Enabled" version which will be detailed on the Agreement/Proposal/Invoice;
- (d) Permit or authorize any 3rd 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 Agreement/Proposal/Invoice;
- (f) Gain revenue or profit from the use of the Software Product while being trialed for suitability and not yet purchased; or
- (g) Use the Software Product other than strictly in accordance with this EULA and the Agreement/Proposal/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 use of pre-release alpha and beta versions of the Software Product; (iv) the failure to perform arises from the installation of the Software Product, the nature, use or operation of the hardware or other equipment on which the Software Product is used or the use of any materials or software not provided by Nuix; or (v) you have breached the terms of this EULA.

4.3 Clause 4.1 is a complete statement of the 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 EULA 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 Should the Software Product fail to perform in accordance with the warranty set out in clause 4.1, your only remedy is either a refund of the price you paid, or repair or replacement of the Software Product,

each at the sole discretion and option of Nuix.

- 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 BUT NOT LIMITED TO 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 ANY ACTUAL OR ANTICIPATED LOSS OF REVENUES, PROFITS, SAVINGS, PRODUCTION, OPPORTUNITY, GOODWILL, REPUTATION, USE, DATA OR INFORMATION, OR ANY OTHER MONETARY LOSS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR ANY PART OF THE BUNDLE, INCLUDING BUT NOT LIMITED TO IN RELATION TO THE USE OF OR INABILITY TO USE ANY PART OF THE BUNDLE, 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.

6. Other Elements

- 6.1 The Software Product may be distributed in conjunction with software components covered by a licence which complies with the free software or open source definitions. Clause 2 does not grant you any licence over such components. Such components are identified in "readme" files included within the Bundle. Where the licence terms for such a component are included as part of the Bundle that component is licensed to you on those terms. Where the licence terms for such a component are not included as part of the Bundle but are identified, then that component is licensed to you on the standard terms identified for that component.

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 and confidential information of Nuix. This EULA does not grant you any Intellectual Property Rights in the Software.
- 7.2 This EULA 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 EULA.
- 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

- 7.5 This EULA will terminate automatically if you make any reproduction of or use the Software Product in any way not permitted by the Licence or otherwise breach the terms of this EULA.

- 7.6 Subject to clause 1.2 above, the presentation of this document constitutes an offer by Nuix to you and you may accept this offer by clicking the "Accept" button in the installation process.