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- 1.2 "**Ancillary Software**" has the meaning set forth in Section 4.1.
- 1.3 "**API**" means a set of commands, functions, protocols, and/or objects that can be used to create software or interact with external systems.
- 1.4 "**Cloud Licensing Server**" has the meaning set forth in Section 2.4.
- 1.5 "**Confidential Information**" means any information that is treated as confidential by a Party or Affiliate, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. This Agreement, the terms and conditions of this Agreement, the Documentation and the Nuix Software are Confidential Information of Nuix. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- 1.6 "**Disclosing Party**" means a Party that discloses Confidential Information under this Agreement.
- 1.7 "**Documentation**" means the then-current Nuix provided standard operating and technical documentation (generally available to all customers) relating to the features, functions and operation of the Software.
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- 1.10 "**License Fee**" means the license fee listed in the applicable Order Form for the Software set forth in that Order Form.



- 1.11 “**Licensee Data**” means all electronic data or information submitted to the Software by, for or on behalf of Licensee, including without limitation by any member of Licensee’s Personnel.
 - 1.12 “**Nuix License Key**” has the meaning specified in Section 2.4 (Software License Key).
 - 1.13 “**Order Form**” or “**Order**” means any ordering document (including, but not limited to, any Nuix issued quotation(s) or Nuix order acknowledgements, or any Licensee purchase order(s) (subject to Section 7.6 (Purchases through Licensee Purchase Order) that is accepted in writing by Nuix) pursuant to which Licensee licenses additional Software or other Products from Nuix. Order Form #1 and all subsequent Order Forms shall be considered a part of this Agreement and are incorporated into this Agreement by this reference.
 - 1.14 “**Order Form Date**” means the date on an order that signifies the effective date of the Order.
 - 1.15 “**Personnel**” means (i) any employee of a Party, (ii) with respect to Licensee, any contractor of Licensee approved by Nuix in its discretion and in writing, which approval may be revoked by Nuix by written notice to Licensee, and (iii) with respect to Nuix, any contractor used by Nuix in connection with Nuix’s performance under this Agreement.
 - 1.16 “**Products**” means, collectively the Software, Ancillary Software, Support, Services, training provided by Nuix, and hardware leased or sold by Nuix to Licensee as further described in Section 5.4 (Hardware).
 - 1.17 “**Receiving Party**” means a Party that receives or acquires Confidential Information directly or indirectly under this Agreement.
 - 1.18 “**Renewal Term**” means each 12-month period commencing as of the end of the Initial Term and each anniversary of the Order Form Date thereafter.
 - 1.19 “**Scripts**” means developed programming language with a series of instructions within a file that is capable of being executed without being compiled.
 - 1.20 “**Services**” means the installation, implementation, and consultancy services supplied by Nuix, as set forth in an Order Form and further described in a statement of work.
 - 1.21 “**Software**” means the object code version of the software supplied by Nuix to Licensee as such software is set forth in an Order Form. Software shall also include Updates, provided that Licensee is current in the payment of the Support Fee. Licensee may license additional Software by submitting an Order Form to Nuix.
 - 1.22 “**Support**” has the meaning set out in Section 5.1.
 - 1.23 “**Support Agreement**” has the meaning set forth in Section 5.1.
 - 1.24 “**Support Fee**” means the support and maintenance fee set forth in an applicable Order Form.
 - 1.25 “**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.
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 - 1.27 “**Term**” means the Initial Term and any Renewal Term(s).
 - 1.28 “**Territory**” means the area or region set forth in an applicable Order Form, subject to Section 7.2 of this Agreement; if the Order Form does not indicate an area or region, the “**Territory**” means the country where the Licensee is domiciled.
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- (b) To the maximum extent permitted by applicable law, Licensee acknowledges that it shall only participate in Nuix (or Nuix approved) training services, and that participation in any unauthorized third party training is prohibited. If Licensee has purchased training services, Licensee must utilize training services within twelve (12) months of the Order Form Date or those services will expire, and Licensee will not be entitled to a refund of the fees for such training services. Nuix will provide commercially reasonable opportunities for Licensee to utilize the training services purchased, but will not be liable if Licensee is unable to use such services before they expire pursuant to this Section 5.2. If after the expiration of the twelve-month period to use such training services Licensee desires to purchase additional training services, the Parties will execute an Order Form.

5.3 Services. In the event that Licensee wishes to obtain Services in relation to this Agreement or the use of the Software, Nuix and Licensee expressly agree that the terms of the Professional Services Agreement which is found here: <https://www.nuix.com/legal/services> (or other such URL as Nuix makes available from time to time) will govern such Services, along with a mutually executed work order or statement of work. Licensee has read, understands, and agrees to the foregoing terms. Licensee further understands and agrees that these terms may change from time to time and Licensee’s acceptance of the Services, or purchase of any Services via a work order or statement of work, indicates Licensee’s consent to these changes. All terms and conditions of the Professional Services Agreement, and accompanying work order or statement of work, are a part of, and by this reference are incorporated in, this Agreement.

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- 7.5 Purchases through Reseller.** Notwithstanding anything herein to the contrary, in the event that Licensee is purchasing the Products from a Nuix authorized reseller, Licensee's obligations to Nuix with respect to payment set forth herein shall be deemed to be obligations by Licensee to such reseller; provided, that Nuix shall have the right, but not the obligation, to enforce such reseller's rights with respect to such obligations (including the right to enter into a dispute proceeding or seek injunctive relief in accordance with this Agreement in the event of Licensee's failure to comply with its payment obligations to such reseller) in its sole and absolute discretion.
- 7.6 Purchases through Licensee Purchase Order.** With Nuix's approval, Licensee may purchase Products from Nuix by issuance of a Licensee purchase order to Nuix listing the specific Product being ordered, in which case such purchase order shall be deemed to incorporate the terms of this Agreement by reference whether or not containing an express reference hereto; provided, however, that any terms and conditions contained in any Licensee purchase order that are in addition to or different than the terms and conditions in this Agreement shall not apply.
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9. Term and Termination.

- 9.1 Term.** This Agreement will commence on the Effective Date and will continue for the Term, unless terminated earlier in accordance with the provisions of this Agreement.



9.2 Renewal Term. Unless otherwise set forth in an applicable Order Form, or unless this Agreement is terminated pursuant to this Section 9, or Licensee provides Nuix with written notice at least 90 days prior to expiration of the current Term, then upon expiration of the Initial Term and each anniversary of the Order Form Date, such Order Form will renew automatically for a subsequent twelve (12)-month Renewal Term at a rate specified by Nuix. Nuix will always have the discretion whether or not to grant a Renewal Term to Licensee.

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9.5 Termination for Breach. Without derogating from either Party's rights under this Agreement or otherwise, if either Party is in material breach of this Agreement or an Order Form, the Party alleging the breach will provide a written notice to the other Party specifying the breach and requiring such Party to cure the breach within 30 days, if, and only if, the breach is capable of cure, and if such party does not cure a breach capable of cure within 30 days after receiving such notice, the Party alleging the breach may terminate this Agreement or the Order Form (as applicable).

10. Consequences of Termination.

10.1 License Ends. Upon the expiration or termination of this Agreement or of an Order Form: (a) all rights granted to Licensee under this Agreement will cease and the Nuix License Keys will be disabled; (b) Licensee will have no rights to use the Software or Documentation and must cease using the Software and the Documentation; (c) Licensee must promptly provide to Nuix all of the Nuix Software, Documentation and Confidential Information in its possession, and then erase and destroy all remaining soft copies of the Software, Documentation and Confidential Information, in Licensee's possession or control; (d) Licensee must promptly return to Nuix any Nuix License Keys, Hardware, dongles, etc., 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.

10.2 Payment. Upon the expiration or termination of this Agreement, 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 Agreement is terminated for any reasons set out in Sections 9.4 or Nuix's right to terminate under Section 9.5, Nuix will, in addition to any other rights under this Agreement or otherwise, be entitled to all of the License Fees payable under this Agreement for the entire Term.

10.3 Survival. The provisions of Sections 2.2, 2.3, 2.7, 7, 8, 10, 11, 12, 13, and 14 shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 11, each Party's obligations under this Section 10.3, shall survive the expiration or earlier termination of this Agreement for a period of three years from the date of such expiration or termination, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

11. Confidentiality.

11.1 The Receiving Party agrees:

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however,* that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 11.1;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Licensee, to make use of the Software; and



- (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

11.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

- (a) if legally permitted to do so, prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

11.3 If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

12. No Warranty.

12.1 WARRANTY DISCLAIMER. WITHOUT LIMITING ANY GUARANTEE, CONDITION, WARRANTY OR TERM IMPOSED BY APPLICABLE LAW AND WHICH CANNOT BE EXCLUDED, NUIX MAKES NO OTHER STATUTORY, EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS WITH RESPECT TO THE SOFTWARE OR ANY OTHER PRODUCT (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUALITY, OR SUITABILITY FOR LICENSEE'S REQUIREMENTS, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT) AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NUIX DOES NOT WARRANT THAT THE SOFTWARE OR OTHER PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY USE OF THE SOFTWARE OR OTHER PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE OR OTHER PRODUCTS WILL BE CORRECTED OR THAT THE SOFTWARE WILL DETECT OR CORRECT ANY THREATS OR HARMFUL COMPONENTS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND OTHER PRODUCTS ARE 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 OR ANY OTHER PRODUCT IS ACCURATE AND SUFFICIENT FOR LICENSEE'S PURPOSES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF GUARANTEES, CONDITIONS, WARRANTIES OR TERMS IMPLIED OR IMPOSED BY APPLICABLE LAW OR DO NOT ALLOW LIMITATIONS ON HOW LONG ANY SUCH GUARANTEE, CONDITION, WARRANTY OR TERM MAY LAST. AS A RESULT, NOT ALL OF THE LIMITATIONS IN THIS SECTION 12 WILL NECESSARILY APPLY TO EVERY LICENSEE. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED ("**NON-EXCLUDABLE PROVISION**"), SUBJECT TO SECTION 13.3.

12.2 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 Effective Date or the minimum duration permitted by such law, whichever is shorter.

12.3 Remedy. If the Software does not perform in accordance with any warranty implied by law that cannot be excluded as provided in Section 12.2 (Statutory Warranty), and Licensee provides written notice to Nuix during the applicable warranty period, Nuix's entire liability and Licensee's sole and exclusive 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 a prorated (based upon the time remaining in the license term) portion of the applicable License Fee. Any corrected, repaired or replaced Software will be warranted for the remainder of the original warranty period.

12.4 Exclusions. To the extent permitted by applicable laws, no warranty will apply to the Software if: (a) Licensee has previously used the Software pursuant to a demo, evaluation, or trial period; (b) the issue relates to use of a pre-release alpha and beta version of the Software or Scripts; (c) Licensee has used the Software other than in accordance with the Documentation; (d) the Software has been modified in any way without Nuix's prior written consent; (e) the issue relates to the incorrect installation of the Software; (f) the issue relates to the nature, use or operation of hardware; (g) the issue relates to any third party software; (h) Licensee has used the Software in contravention of any law, treaty, regulation, or convention; or (i) Licensee has breached any of the terms of this Agreement.

13. Liability and Indemnity



- 13.1 DISCLAIMER OF LIABILITY.** EXCEPT FOR CLAIMS OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY, CLAIMS THAT CANNOT BE LIMITED BY LAW, IN NO EVENT WILL NUIX BE LIABLE TO LICENSEE (UNDER STATUTE, CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY) IN RELATION TO ANY (A) SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS; (B) ANY BUSINESS INTERRUPTION LOSS, 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; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST NUIX MORE THAN ONE YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.
- 13.2 LIMITATION OF LIABILITY.** EXCEPT FOR CLAIMS OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY, OR ANY OF CLAIM THAT CANNOT BE LIMITED BY LAW, NUIX'S CUMULATIVE, AGGREGATE LIABILITY TO LICENSEE IN RELATION TO THIS AGREEMENT (WHETHER UNDER STATUTE, CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY) WILL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO NUIX UNDER THE APPLICABLE ORDER FORM FOR THE PRECEDING 12 MONTHS OF THE SUBSCRIPTION PERIOD DURING WHICH THE LIABILITY AROSE, LESS IN EACH CASE AMOUNTS PREVIOUSLY PAID TO SATISFY LIABILITY UNDER THIS AGREEMENT FOR SUCH SUBSCRIPTION PERIOD.
- 13.3 NON-EXCLUDABLE STATUTORY PROVISIONS:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF NUIX ARISING FROM THE BREACH OF A NON-EXCLUDABLE PROVISION (AS REFERRED TO IN SECTION 12.1) IS LIMITED, AT NUIX'S SOLE DISCRETION, TO: (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT FOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
- 13.4 Failure of Essential Purpose; Basis of the Bargain.** The Parties have agreed that the limitations specified in this section (i) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose, (ii) are an essential element of the basis of the bargain between the Parties, and (iii) shall apply to the maximum extent permitted by applicable law and regardless of whether Licensee has accepted any Software or service under this Agreement.
- 13.5 Indemnity.** Licensee will indemnify, defend, and hold Nuix harmless in relation to any third party loss, liability, cost, payment, damages, debt or expense, or any claim, demand, action, suit or proceeding, arising directly or indirectly in relation to any negligence, use or disclosure of any Confidential Information, or breach of this Agreement by Licensee, any member of Licensee's Personnel or any Affiliate of Licensee.

14. General.

- 14.1 Responsibility.** Each Party is responsible and liable for each member of its Personnel and each Affiliate of the Party and any act, omission or breach by any member of a Party's Personnel or any Affiliate of Licensee will be deemed to be an act of that Party.
- 14.2 Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority.
- 14.3 No Security Interest.** Licensee must not grant, nor purport to grant, any security interest to any third party in relation to the Software.
- 14.4 Audit.** Nuix may audit Licensee's compliance with the terms of this Agreement 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. Licensee's non-compliance with this Section will be deemed an incurable breach of this Agreement. Each Party will bear its own costs of the audit, provided that should Licensee be found to be in breach of this Agreement, Licensee shall bear all the costs of the audit.
- 14.5 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and in English language, and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the



recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time).

- 14.6 Relationship.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.
- 14.7 Third Party Beneficiaries; Rights.** This Agreement is entered into solely for the benefit of Nuix and Licensee, and any of Licensee’s Affiliate that has submitted an Order Form to Nuix. No third party (excepting a Nuix Affiliate and Affiliates of Licensee who have submitted Order Forms to Nuix) 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 Agreement. Solely in the event that the law of England and Wales applies to this Agreement, the Contracts (Rights of Third Parties) Act 1999 (the “Act”) shall not apply to this Agreement and no Person other than the Parties hereto (which term shall, for the purposes of this clause, include all permitted assignees) and Nuix Affiliates shall have any rights under the Act, nor shall this Agreement be enforceable under the Act by any Person other than the parties to it.
- 14.8 Assignment.** Licensee may not assign any of its rights under this Agreement without the prior written consent of Nuix. Any purported assignment or delegation in violation of this Section 14.8 shall be null and void. An amalgamation, merger, change in control, re-organisation or other similar transaction by the Licensee (including, but not limited to an asset sale, stock sale, reverse merger, reverse triangular merger) shall require consent pursuant to this Section 14.8. Furthermore, for the purposes of this Agreement the (a) acquisition of an equity interest in Licensee of greater than 25 percent by any third party, or (b) the acquisition of an equity interest by Licensee of greater than 25 percent of any third party, shall be considered an “assignment.” Nuix may assign any of its rights under this Agreement without the prior written consent of Licensee.
- 14.9 Set Off.** Nuix may set off any payment due to Licensee, whether under this Agreement or otherwise, against any claim that Nuix has against Licensee, whether under this Agreement or otherwise.
- 14.10 Severability.** If any provision, or the application of any provision, of this Agreement 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 Agreement.
- 14.11 Waiver.** Any waiver of a right under this Agreement 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 Agreement will not result in a waiver of that right or prejudice or restrict the rights of the Party.
- 14.12 Modifications.** Any variation of, or amendments to, any terms of this Agreement must be in writing and signed by both Parties.
- 14.13 Cumulative Rights.** The rights arising out of this Agreement do not exclude any other rights of either Party. Each indemnity in this Agreement is a continuing obligation that is separate and independent from the other obligations under this Agreement. Nuix is not obliged to take any action, or incur any expense, before enforcing any indemnity under this Agreement. Each exclusion, limitation, indemnity or other benefit set out in this Agreement for the benefit of Nuix will also be held by Nuix for the benefit of each member of Nuix’s (and Nuix’s Affiliates) Personnel.
- 14.14 Entire Agreement.** This Agreement, which includes all other exhibits, schedules, attachments, addendums, and appendices, supersedes all prior undertakings, arrangements and agreements and constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and there are no conditions, warranties or other terms affecting the agreement between the Parties other than those set out in this Agreement. For the purpose of clarification, if there is any conflict or inconsistency between any provisions in the documents that comprise this Agreement, the conflict or inconsistency will be resolved in the following order of precedence: any special conditions in the Order Form, any addendum terms that expressly override the terms of this Agreement, the body of this Agreement and then the Schedules in numerical order.
- 14.15 Contracting Parties, Governing Law, Place of Arbitration.** The entity with which Licensee is contracting under this Agreement (such entity, as applicable, “Nuix”), what law will apply in any dispute arising out of or in connection with this Agreement, and place of any arbitration, depend on where Licensee is domiciled:

If Licensee is domiciled in:	Licensee is contracting with:	Nuix Address:	Governing Law:	Place of Arbitration:
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United States of America, Canada, Central America or South America	Nuix North America Inc.	13755 Sunrise Valley Drive, Suite 300, Herndon, Virginia, 20171	Commonwealth of Virginia, USA	Fairfax County, Virginia, USA
Any country in Europe (other than the United Kingdom), the Middle East, or Africa	Nuix Ireland Limited	Unit 17C, 4700 Cork Airport Business Park, Kinsale Rd., Cork, Ireland T12 XE81	England and Wales	London, England
United Kingdom	Nuix Technology UK Ltd	2nd Floor South Times House 2nd Floor Bravingtons Walk Kings Cross London N1 9AW	England and Wales	London, England
Asia, Australia and New Zealand	Nuix Pty Ltd	1 Market Street, Level 27, Sydney, NSW 2000	NSW, Australia	Sydney, NSW, Australia

Notwithstanding the foregoing, in the event that Licensee is a (i) public sector customer (e.g., federal, state, or local government) or (ii) public or private educational institution, in either case located in the United States of America, or is one of such customers' authorized agents worldwide, or (iii) Nuix identifies itself as Nuix USG Inc. in the signature block hereunder, the SOW, or any other ordering documentation, Licensee is contracting with Nuix USG Inc. under this Agreement (such entity, in such case, "Nuix").

Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

14.16 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT AND THERETO, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE VALIDITY, PROTECTION, INTERPRETATION OR ENFORCEMENT THEREOF.

14.17 Arbitration. SUBJECT TO SECTION 14.18 and 14.19, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE, CONTROVERSY OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF FRAUD OR MISREPRESENTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF, ("DISPUTE"), SHALL BE SUBMITTED TO MANDATORY, FINAL AND BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (SHOULD LICENSEE BE DOMICILED IN THE USA) OR INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION (SHOULD LICENSEE BE DOMICILED ANYWHERE BUT THE USA), IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION.

- (a) There shall be three (3) arbitrators. The Parties each will select one (1) arbitrator within thirty (30) days of the receipt by respondent of a copy of the demand for arbitration. The two (2) arbitrators so appointed shall nominate the third and presiding arbitrator (the "Chair") within thirty (30) days of the appointment of the second arbitrator (the three arbitrators shall be collectively referred to as the "Tribunal"). If either Party fails to appoint an arbitrator, or if the two-party appointed arbitrators fail to appoint the Chair, within the time periods specified herein, such arbitrator shall, at the request of either Party, be appointed by the American Arbitration Association/International Centre for Dispute Resolution (as applicable).
- (b) The arbitrators shall be selected from a panel of persons having at least eight (8) years' experience with knowledge of software license agreements and intellectual property rights, and at least one (1) of the arbitrators selected shall be an attorney.
- (c) The language of the arbitration shall be English. The place of arbitration shall be the location identified in Section 14.15 above.
- (d) The arbitration shall be the sole and exclusive forum for resolution of the Dispute, and the award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered, registered or filed for enforcement in any court of competent jurisdiction and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (e) By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the Tribunal shall have full authority to



grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect. In any such judicial action each of the Parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid to the address set forth herein.

- (f) Nuix shall be entitled to recover its reasonable costs and, attorneys' fees and costs from the Licensee. The Licensee shall be responsible for all fees and costs of the Tribunal. The Tribunal may not award punitive damages.
- (g) Except as may be required by applicable law, the Parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to an affiliate of a Party on a need-to-know basis and such affiliate is informed of the confidential nature of such information and is instructed to keep such information confidential), all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

14.18 Equitable Relief. Notwithstanding anything to the contrary, each Party acknowledges that a breach or threatened breach of this Agreement by the other Party or its Personnel will cause irreparable harm to the non-breaching Party for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by a Party or its Personnel, the non-breaching Party shall be entitled a temporary restraining order, injunction, specific performance and any other equitable relief available from a court of competent jurisdiction, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. The existence of any claim or cause of action of the breaching Party against the non-breaching Party, whether predicated on this Agreement or otherwise, shall not preclude the non-breaching Party's right to equitable relief.

14.19 Nuix Right to Initiate Legal Proceedings. In its sole and absolute discretion, Nuix may initiate a legal suit, action, or proceeding arising out of or related to this Agreement in the courts located in the federal courts of the United States or the courts sitting in the location set out as the place of arbitration in Section in 14.15 above, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by Nuix hereunder arising out of or related to this Agreement, Nuix is entitled to recover its actual attorneys' fees and court costs from the Licensee.

14.20 Promotions. Licensee gives permission for Nuix to 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.

14.21 Authority. Each Party represents and warrants to the other Party that it has the full power and authority to enter into this Agreement, to grant and assign the rights herein granted and assigned, and carry out its obligations.

14.22 Federal Government Use. The Software, Documentation, and all related items are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the Software include only those rights customarily provided to the public, as defined in this Agreement. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Nuix Software is and was developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the United States Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement. If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

14.23 Interpretation. In this Agreement: (a) the headings will not affect interpretation of this Agreement; (b) the singular includes the plural and vice versa, a gender includes other genders, and whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation; (c) any other grammatical form of a word or expression defined in this Agreement has a corresponding meaning; (d) the Order Form(s) forms part of and is incorporated in this Agreement; (e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement; (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 Agreement; (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 Agreement or any part of this Agreement; 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.

- 14.24 Licensee System.** Licensee is responsible for (a) obtaining, deploying and maintaining Licensee’s internal websites, services and other equipment and software used in the conduct of Licensee’s business (the “**Licensee System**”), and all computer hardware, software, modems, routers and other communications equipment necessary for Licensee, and its Users to use the Software; and (b) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement, or an Order Form or a statement of work, Nuix shall not be responsible for supplying any hardware, software or other equipment to Licensee under this Agreement.
- 14.25 No Solicitation of Employees.** Licensee agrees that, during the Term, and for a period of one (1) year following the expiration or termination of this Agreement, Licensee will not directly solicit for employment the employees of Nuix without Nuix’s prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Licensee of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, on job postings and social networking sites.
- 14.26 Anti-Corruption; OFAC.** Licensee has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of Nuix in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Nuix. Licensee represents and warrants to Nuix that none of (a) Licensee, (b) each person or entity owning an interest in Licensee nor (c) their respective Personnel are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”) nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and (y) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

