



## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE “**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN YOU (“**LICENSEE**”) AND NUIX AS (DEFINED IN SECTION 13.13) (INDIVIDUALLY, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**”). BY CLICKING THE “I ACCEPT” BUTTON OR EXECUTING AN ORDER FORM THAT INCLUDES THIS AGREEMENT BY REFERENCE, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS REVIEWED AND ACCEPTS THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT AS AN INDIVIDUAL, “**LICENSEE**” REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING TO THIS AGREEMENT AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND “**LICENSEE**” REFERS TO THAT ENTITY AND ALL THE USERS SPECIFIED IN THE ORDER FORM. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD OR OTHERWISE USE THE SOFTWARE REFERENCED IN THE ORDER FORM. NOTWITHSTANDING THE FOREGOING, IF YOU HAVE A SIGNED AGREEMENT DIRECTLY WITH NUIX FOR THE USE OF THE SOFTWARE, THE TERMS OF THAT AGREEMENT APPLY TO YOU AND THAT AGREEMENT SUPERSEDES THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF NUIX'S SOFTWARE.

### 1. Definitions.

**1.1** “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

**1.2** “**Ancillary Software**” has the meaning set forth in Section 3.2 (Ancillary Software).

**1.3** “**Authorized User**” means any Personnel of Licensee who uses the Software.

**1.4** “**CCPA**” means the California Consumer Privacy Act of 2018, as amended, and any rules and regulations implemented thereunder.

**1.5** “**Confidential Information**” means any information disclosed by the disclosing Party (the “**Disclosing Party**”) to the receiving Party (the “**Receiving Party**”) that is treated as confidential by the Disclosing Party or its Affiliate, including trade secrets, technology, Personal Information, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. This Agreement, the Documentation and the Nuix Software are Confidential Information of Nuix.

**1.6** “**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.

**1.7** “**DPA**” means the Data Processing Addendum set out here: <https://www.nuix.com/legal/data-processing> (or any other such URL as Nuix makes available from time to time).

**1.8** “**EU Data Protection Law**” means (i) “Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**General Data Protection Regulation**” or “**GDPR**”); and (ii) the GDPR as transposed into United Kingdom national law by operation of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Addendums etc.) (EU Exit) Regulations 2019, together with the Data Protection Act 2018 (and regulations made thereunder); in each case as may be amended or replaced from time to time.

**1.9** “**Initial Term**” means the order term set forth in the Order Form to this Agreement.

**1.10** “**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.

**1.11** “**License Fee**” means the license fee listed in the applicable Order Form for the Software set forth in that Order Form.

**1.12** “**Licensee Data**” means all electronic documents, data or information submitted, posted, or otherwise transmitted to the Software by, for or on behalf of Licensee, including by any member of Licensee's Personnel or an Authorized User.

**1.13** “**Nuix License Key**” means an encrypted file provided by Nuix, which unlocks the Software and enables the use of the Software by an Authorized User.

**1.14** “**Nuix Licensing Server**” has the meaning specified in Section 2.3 (Software Licensing Procedures).

**1.15 “Order Form” or “Order”** means any ordering document executed by the Parties (including, but not limited to, any Nuix issued quotation(s) or Nuix order acknowledgements, or any Licensee purchase order(s) (subject to Section 5.7 (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.

**1.16 “Order Form Date”** means the date on an order that signifies the effective date of the Order.

**1.17 “Personal Information” or “Personal Data”** means (i) all data that identifies an individual or, in combination with any other information or data available to a relevant entity, is capable of identifying an individual, and (ii) such other data that is defined as “personal information” or “personal data” under applicable law.

**1.18 “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.

**1.19 “Products”** means, collectively the Software, Ancillary Software, Support, Services, training provided by Nuix, and hardware leased or sold by Nuix to Licensee.

**1.20 “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.

**1.21 “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.

**1.22 “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.

**1.23 “Support”** has the meaning set out in Section 4.1 (Support and Maintenance).

**1.24 “Support Agreement”** has the meaning set forth in Section 4.1 (Support and Maintenance).

**1.25 “Support Fee”** means the support and maintenance fee set forth in an applicable Order Form.

**1.26 “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.

**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 6.2 (Export Regulations) of this Agreement; if the Order Form does not indicate an area or region, the “Territory” means the country where the Licensee is domiciled.

**1.29 “Update(s)”** mean patches and other error corrections or minor enhancements to the Software issued from time to time to Nuix customers who have purchased Support from Nuix. An Update is identified by a change in a number to the right of the first decimal point in the Software’s version number (e.g., 3.0 to 3.1 or 3.0.1).

**1.30 “Usage Data”** means data arising from Licensee’s use of the Software, including data regarding the manner, consistency, duration, usage pattern, statistics, memory, operating system, bandwidth, product errors and other information. Usage Data will not include Licensee Data.

## **2. Software License; Usage.**

**2.1 License Grant.** Subject to Licensee’s compliance with the terms and conditions set forth in this Agreement, Nuix hereby grants to Licensee during the Term, and Licensee accepts, a non-exclusive, non-transferable, terminable, non-assignable, limited license (i) to install one (1) copy of the Software in Licensee’s production environment and (ii) to use the Software and Ancillary Software in the Territory for the Term in accordance with the usage limits set forth in the Order Form. Licensee may make one copy of the Software solely for disaster recover or archival purposes. For clarity, the Ancillary Software and Software are being licensed to Licensee and are not being sold to or purchased by Licensee and any reference to terms like “purchase” or “sell” (or their derivatives) with respect to the Software or Ancillary Software shall mean the purchase or sale of a license for the Software or Ancillary Software.

**2.2 License Restrictions.** Licensee shall not, and shall not permit or authorize any Authorized Users, or third parties to: (a) modify, adapt, translate, create a derivative work of, clone, reverse engineer, reverse assemble, disassemble or decompile the Ancillary Software, the Software or any other Product or any part of the Ancillary Software, the Software or any Product or otherwise attempt to discover any part of the source code of the Ancillary Software or Software, or probe, scan or attempt to penetrate or ascertain the security of the Ancillary Software, the Software or any other Product; (b) provide to any third party (excluding Licensee Personnel) a copy of or access to the Software, the Ancillary Software, any other Product, or any Documentation, or permit or authorize any third party (excluding Licensee Personnel) to use or copy the Ancillary Software, the Software, any other Product or any Documentation; (c) make any representations or warranties to any third parties that could be construed as being representations or warranties from Nuix in relation to the Ancillary Software, the Software, any other Product, or any other matter; (d) use the Ancillary Software, the Software or any other Product in any way that involves outsourcing, service bureau use, renting, reselling, cloud or SaaS services, sublicensing, concurrent use of a single Authorized User login, on-site installation at a particular customer or client site, managed services for a particular customer or client, or time-sharing of the Ancillary Software or the Software; (e) use the Software, the Ancillary Software, any other Product or any Documentation to develop, optimize, enhance, test, or otherwise utilize other software products or applications, without the prior written approval of Nuix in each instance, (f) subject to the other restrictions herein, permit or authorize any Licensee Personnel to use the Software for any purpose other than Licensee’s internal eDiscovery, investigations, and information governance projects (or other projects approved by Nuix in writing) or in any

manner, including “mirroring” or “framing” that is not authorized under the Agreement or that would result in Licensee’s exceeding Licensee’s authorized usage of the Software as set forth in an Order form; (g) grant or purport to grant, any security interest to any third party in relation to the Software; or (h) do any other thing in relation to the Software, the Ancillary Software, other Products or the Documentation specifically prohibited by Nuix in the Documentation or otherwise communicated by Nuix to Licensee in writing from time to time, including such prohibitions intended to protect Nuix’s Intellectual Property Rights in the Software and Ancillary Software.

**2.3 Software Licensing Procedures.** Nuix License Keys will be issued to Licensee in the manner determined by Nuix in its sole discretion including via a physical or soft dongle or download from Nuix’s cloud licensing server (“**Nuix Licensing Server**”). For Licensee’s using the Nuix Licensing Server, Nuix will issue a full term Nuix License Key; provided, however that Nuix may automatically suspend Licensee’s use of the Software if Licensee fails to pay the applicable Licensee Fee (or any other Fees) in accordance with Section 5.3 (Payment Terms). For Licensee’s using other methods of Nuix License Key delivery, Nuix will issue a full term Nuix License Key; provided, however, that Nuix may elect to issue a temporary Nuix License Key for the Software if Licensee’s most recently paid invoice was not paid in accordance with Section 5.3 (Payment Terms), or if Licensee currently has a past due invoice under the terms of this Agreement. The duration of the temporary Nuix License Key will normally be the same period as the payment term set forth in Section 5.3 (Payment Terms). Should Licensee not pay the applicable License Fee (or any other Fees) prior to the expiration of the temporary Nuix License Key, Nuix may automatically suspend Licensee’s use of the Software. Upon payment of the License Fee, Nuix will issue to Licensee a Nuix License Key that enables use of the Software for the balance of the license term or subscription term purchased by Licensee as such term is set forth in the Order Form, subject to Nuix’s right to suspend or disable the Nuix License Key as provided in Section 7 (Term and Termination).

(a) The issuance and use of the Nuix License Key via the Nuix Licensing Server requires that Licensee maintain an active internet connection in order to verify the access credentials from time to time and supply the Usage Data. 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 Licensee’s inability to use the Software due to failures caused by a faulty internet connection or network outage.

(b) To the extent that Nuix delivers the Nuix License Key to the Licensee using tangible media, such as a hardware dongle, risk of loss of such tangible media passes to the Licensee upon delivery. Replacement of such tangible media and associated Software is solely within Nuix’s discretion and conditioned upon a signed certification from a director of Licensee confirming that the tangible media was lost or stolen. Nuix reserves the right to charge Licensee a replacement fee in the event that such tangible media is not returned to Nuix.

**2.4 Discontinuance.** Nuix may discontinue offering the Software at the conclusion of the Initial Term. Nuix will have no liability to Licensee or any third party in relation to any such discontinuance.

**2.5 Additional Terms for Specific Software and/or Services.** Licensee’s use of certain Products, including any purchase or lease of hardware by Licensee, the performance of any Services (by Nuix or its Affiliates or contractors), or the provision of any training services, will, in addition to the terms of this Agreement, be subject to the terms and conditions of the applicable agreements set forth at: <https://www.nuix.com/agreements-and-terms> (or, for each agreement, any other such URL as Nuix makes available from time to time). Licensee has read, understands, and agrees to the foregoing terms with respect to the applicable Products, training, or Service. Licensee understands and agrees that these terms may change from time to time and Licensee’s continued use of the Products and/or Licensee’s acceptance of any such Services, or Licensee’s purchase of any Services or training services, or purchase or lease of any Products, via a statement of work, work order or an Order Form, as applicable, indicates Licensee’s consent to these changes. All terms and conditions of these agreements are a part of, and by this reference are incorporated in, this Agreement.

### **3. Intellectual Property Rights.**

**3.1 Nuix’s Intellectual Property.** Licensee acknowledges Nuix owns all rights, title, and interest (or is an authorized licensee) in all Intellectual Property Rights in the Software and the Documentation. Nuix reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to 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. Without derogating from Licensee’s obligations under this Agreement, 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. Licensee shall promptly notify Nuix if Licensee becomes aware of any possible infringement, violation or unauthorized use or access of Nuix’s Intellectual Property Rights arising out of or relating to the Software and fully cooperate with Nuix, at Nuix’s expense (provided that Licensee’s action did not contribute to the infringement) in any legal action taken by Nuix against third parties to enforce its Intellectual Property Rights. Licensee shall use commercially reasonable efforts to safeguard the Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

**3.2 Ancillary Software.** The Software may incorporate, be distributed with, or depend upon, certain software or other intellectual property (a) that may be considered “open source,” “public use” or is otherwise subject to an open-source license, and/or (b) is commercially licensed by Nuix which includes, without limitation, third-party application programming interfaces (API), or other software scripts (collectively, “**Ancillary Software**”). Any use of the Ancillary Software by Licensee shall be governed by, and subject to, the Ancillary Software terms described in the Documentation. Ancillary 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. Licensee agrees not to use any marks of third parties without the prior written consent of those third parties. Licensee assumes all risk of use of the Ancillary Software in connection with the Software, which are provided on an “AS-IS” basis. As between Nuix and Licensee, Licensee acknowledges that Nuix owns title and all Intellectual Property Rights to the Ancillary Software.

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**3.4 Licensee Data.** Nuix acknowledges that, as between Nuix and Licensee, Licensee owns all right, title, and interest, including all Intellectual

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### **3.6 Data Security.**

(a) **Licensee Data.** Licensee shall maintain and enforce technical and organizational safeguards designed to prevent accidental, unlawful, or unauthorized access to or use of the Software that ensures a level of security appropriate to the risks presented by the use of any software that handles sensitive data, consistent with industry good practice and standards. Licensee shall take all reasonable measures to prevent unauthorized users from having access to Licensee Data, Licensee's servers, or network communications. Licensee acknowledges and agrees that Licensee will be solely responsible for backing up, and taking all appropriate measures to protect and secure, Licensee Data. Nuix will not be liable for any loss, damage, or corruption of Licensee Data.

(b) **Data Protection.** Licensee will not provide Nuix with any Personal Information unless Licensee obtains Nuix's prior written consent. With respect to any Personal Information that Nuix consents to process, Licensee will notify Nuix in advance of the regulatory regime(s) to which such Personal Information is subject (e.g., EU Data Protection Law, CCPA, or legislation in force in Australia that affects privacy or any Personal Information (including the collection, storage, use or processing of such information), including the Australian Privacy Act 1988 (Cth) ("Australian Privacy Law")). Nuix will have no obligation to process Personal Information on behalf of Licensee. To the extent that Nuix consents to process Personal Information subject to EU Data Protection Law, CCPA or Australian Privacy Law, the DPA applies. Licensee will comply with applicable laws related to the processing of Personal Information that it provides to Nuix. In the event of a conflict between the terms of this Agreement and the terms of the DPA, the terms of the DPA will prevail.

## **4. Support, Services, and Hardware.**

**4.1 Support and Maintenance.** Subject to the payment of the Support Fee or the License Fee, as applicable, Nuix will provide support and maintenance services to the Licensee ("Support") under the terms of the Nuix Support and Maintenance Services Agreement (the "Support Agreement") found here: <https://www.nuix.com/legal/support> (or other such URL as Nuix makes available from time to time). 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 continued use of the Support, or purchase of Support via an Order Form, indicates Licensee's consent to these changes. All terms and conditions of the Support Agreement are a part of, and by this reference are incorporated in, this Agreement. Nuix may immediately terminate or suspend Licensee's use of the Software if Licensee does not have current and fully paid up Support. Notwithstanding the foregoing, the Support Fee for standard support (as described in the Support Agreement) will be deemed to be included in, and part of, the License Fee for all Software that is licensed to Licensee for a fixed term or fixed subscription period as set forth in the Order Form, and in each such case, will not be included as a line item in the Order Form. For the avoidance of doubt, Support Fees for business and enterprise premium support tiers will not be included in the License Fee and will require an additional fee.

**4.2 Training.** To the maximum extent permitted by applicable law, Licensee acknowledges that it shall only participate in Nuix (or Nuix approved) training services for any training to use the Software, 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 4.2. 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.

**4.3 Software Delivery; Acceptance.** Nuix shall deliver the Software to Licensee by making the Software available to Licensee via an electronic download from a web portal specified by Nuix; and the web portal for such download will be made available to Licensee upon execution of this Agreement or the applicable Order Form. Software is deemed accepted by the Licensee at the time the License is delivered, or has been provided in the CLS portal, and Licensee has no right to reject the Software.

## **5. Fees.**

**5.1 License Fee and Other Fees.** In consideration of the rights granted to Licensee under this Agreement, Licensee will pay the License Fee, and any other fees set forth in an applicable Order Form.

**5.2 Consumption License Fees.** All usage of the Software pursuant to a Consumption-Based License (as defined herein) shall be subject to the following reporting and fee requirements:

(a) **"Consumption-Based License"** means Software licensed to Licensee under this Agreement subject to the specific use restrictions and reporting requirements set forth herein.

(b) **"License Unit Metric of 1 TB"** 1 TB/Annum is defined as 1,024 gigabytes of uncompressed data processed via Nuix Software as recorded in the Nuix Licensing Server or using an off-line methodology during the 12-month Term aggregated across all instances of Nuix Software. Licenses not consumed during a 12-month Term expire and do not carry over to a future Term.

(c) **Usage Reporting for Consumption-Based Licenses.** Licensee will report to Nuix the License Unit Metric and/or Quantity processed as reported through Nuix Licensing Service or using an off-line methodology, to Nuix within 30 calendar days of the end of each quarter. The submitted reports shall include metrics for processing over the previous months, as well as corresponding year-to-date metrics by month. Should the Licensee require assistance, Nuix License Services will be available to support the Licensee with collecting the required License processing data.

(d) **Nuix Licensing Server.** Nuix intends that Nuix Neo Licenses will be reported via the Nuix Licensing Server when the Nuix Licensing Server is made generally available. Nuix and Licensee will work together in good faith to enter into any additional terms and conditions that may be required to fully enable use of the Nuix Licensing Server to report usage as contemplated herein. For the avoidance of doubt, this does not obligate Licensee to use the Nuix Licensing Server for reporting.

(e) **True-Up.** At the end of each quarter, Licensee and Nuix shall conduct a true-up of the quantity of data consumed by Licensee and calculate any average fees required to be paid by Licensee based on Licensee's aggregate processing totals during a 12-month Term. If Licensee's processing totals exceed the License Unit Metric, Licensee shall pay Nuix for overages in accordance with the rates set forth in the Order Form.

**5.3 Payment Terms.** Nuix may issue an invoice to Licensee for the applicable fees immediately upon the Order Form Date, ninety (90) days prior to a subsequent Renewal Term, and/or any other date indicated in the Order Form. Licensee shall pay all fees within 30 days of the date of the applicable invoice, or prior to the commencement of the Renewal Term in the case of a renewal order. All payments hereunder shall be in US dollars, unless otherwise specified in the Order Form (or requested by Nuix in an applicable invoice), made by wire transfer and are non-refundable (except for any express refund provided for in the Agreement or at law). If Nuix has granted multiple licenses to Licensee that will expire in the same quarter, Nuix may issue respective invoices for all such licenses dated the last day of such quarter. With respect to Services or Products that are subject to month to month pricing as set forth in the applicable Order Form, for each month of the Term, Licensee shall pay Nuix the fees due with regard to such other Services or Products provided to Licensee during that month. The rates and prices for such Services or Products shall be set forth in the applicable Order Form, and the fees due shall be reflected in the Licensee's invoice for that month.

**5.4 Late Payments.** Licensee shall notify Nuix in writing of any dispute with any invoice (along with all relevant details regarding the dispute) within ten calendar days from the date of invoice. Invoices for which no such timely notification is received shall be deemed accepted by Licensee as true and correct. All undisputed late payments shall bear interest at the lesser of the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, from the date such payment was due until the date paid. In addition to all other remedies available under this Agreement, at law or in equity, which Nuix does not waive by the exercise of any rights hereunder, Nuix shall be entitled to suspend Licensee's use of the Software if Licensee fails to pay any amount when due hereunder as set forth in this Section 5.

**5.5 Taxes.** Licensee will pay any Taxes, in relation to the Software or this Agreement; provided, in no event shall Licensee pay or be responsible for any Taxes imposed on, or with respect to, Nuix's income, revenues, gross receipts, personnel or real or personal property or other assets. If any such Tax has to be withheld or deducted from any payment under this Agreement, Licensee shall gross-up the payment under this Agreement by such amount as shall ensure that after such withholding or deduction Nuix shall have received an amount equal to the payment otherwise required.

**5.6 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 and subject to Licensee's agreement with reseller governing payment.

**5.7 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.

**5.8 Licensee Affiliates.** Subject to Nuix's approval, Affiliates of Licensee may purchase Products and licenses for the Software subject to this Agreement by submitting Order Forms hereunder to Nuix, and by submitting an Order Form, such Affiliate of Licensee shall be bound by this Agreement as if it were an original party hereto, and will be entitled to all of the rights and be bound by all of the obligations of Licensee under this Agreement and the Order Form submitted by such Affiliate to Nuix. The Parties hereby agree and acknowledge that Licensee and Licensee's Affiliate shall be jointly and severally liable with respect to any liability or obligations of Licensee's Affiliate arising under an Order Form submitted to Nuix by such Affiliate.

## **6. Laws.**

**6.1 Compliance.** Each Party will comply with all laws, treaties, regulations, and conventions (including but not limited to laws in relation to data privacy, protection and security, electronic communications, and anti-spam) as applicable to such Party's performance of its obligations and exercise of its rights as set forth in this Agreement.

**6.2 Export Regulations.** The Software, Documentation and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, "**Controlled Technology**") are subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee shall not, and shall not permit any third parties to, export, re-export, or release, directly or indirectly any Controlled Technology to a jurisdiction or country to which the export, re-export or release of any Controlled Technology is prohibited by applicable federal law, regulation, or rule. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting or re-exporting any Controlled Technology. Licensee shall provide prior written notice of the need to comply with such laws and regulations to any Person, firm, or entity which it has reason to believe is obtaining any such Controlled Technology from Licensee with the intent to export. Any breach by Licensee of this Section 6.2 shall be deemed a material, uncurable breach of this Agreement, and Nuix shall have the right to immediately terminate this Agreement upon written notice to Licensee.

**6.3 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 (i) 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 (ii) 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.

**6.4 Non-Discrimination.** The parties shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability.

## **7. Term and Termination.**

**7.1 Term.** This Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, unless terminated earlier in accordance with the provisions of this Agreement.

**7.2 Renewal Term.** Unless otherwise set forth in an applicable Order Form, or unless this Agreement is terminated pursuant to this Section 7, or Licensee provides Nuix with written notice at least ninety (90) days prior to expiration of the current Term for the applicable Order Form, 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.

**7.3 Order Form.** The termination or expiration of a single Order Form shall not cause the termination of this Agreement or any other active Order Form. This Agreement may only be terminated pursuant to this Section 7.

## **7.4 Termination by Nuix.**

(a) **Infringement.** Nuix may immediately suspend access to the Software (including without limitation by disabling the Nuix License Keys) or terminate this Agreement or an Order Form if Nuix reasonably considers that Licensee or any Authorized User has infringed, or threatens to infringe, Nuix's Intellectual Property Rights.

(b) **Non-payment.** Nuix may immediately suspend access to the Software or terminate this Agreement or an Order Form if: (i) any amount due and payable by Licensee is unpaid after Nuix has sent notice to Licensee seeking payment and at least 30 days have passed since the date of such notice or (ii) the Nuix License Key expires, and Licensee has not paid the applicable License Fee.

(c) **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 Section 7.4.

**7.5 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).

**7.6 Termination for Insolvency.** Either Party may terminate this Agreement or an Order Form, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

## **8. Consequences of Termination.**

**8.1 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 when possible; (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, or other equipment in Licensee's possession or control; (e) Licensee must take such action as reasonably directed by Nuix for the protection 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.

**8.2 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 7.4 or Nuix's right to terminate under Section 7.5, 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.

**8.3 Survival.** The provisions of Sections 1 (Definitions), 2.2 (License Restrictions), 2.5 (Additional Terms for Specific Software and/or Services), 3 (Intellectual Property Rights), 5 (Fees), 6 (Laws), and 8 (Consequences of Termination), 9 (Confidentiality), 10 (No Warranty), 11 (Liability and Indemnity), and 12 (General) shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 9, each Party's obligations under this Section 8.3, 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.

## **9. Confidentiality.**

**9.1 Restrictions.** The Receiving Party shall: (a) not 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 its and their directors, 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 9; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or exercising its rights under the Agreement.



**9.2 Exceptions from Restrictions.** 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.

**9.3** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide to the Disclosing Party: (i) 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 (ii) 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

**9.4** 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.

## **10. No Warranty.**

**10.1 WARRANTY DISCLAIMER.** WITHOUT LIMITING ANY GUARANTEE, CONDITION, WARRANTY OR TERM IMPOSED BY APPLICABLE LAW AND WHICH CANNOT BE EXCLUDED, THE SOFTWARE IS PROVIDED ON AN AS-IS BASIS. NUIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER STATUTORY, EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS WITH RESPECT TO THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICES (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 OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY USE OF THE SOFTWARE OR OTHER PRODUCTS OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE OR OTHER PRODUCTS OR SERVICES 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 AND SERVICES ARE PROVIDED TO LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND FOR LICENSEE'S INTERNAL BUSINESS 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 10 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 11.3 (NON-EXCLUDABLE STATUTORY PROVISIONS).

**10.2 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.

**10.3 Remedy.** If the Software does not perform in accordance with the limited warranty under Section 10.1 (Limited Warranty for the Software) or any warranty implied by law that cannot be excluded as provided in Section 10.2 (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.

**10.4 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; (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 or Ancillary Software; (h) Licensee has used the Software in contravention of any law, treaty, regulation, or convention; or (i) Licensee has materially breached any of the terms of this Agreement.

## **11. Liability and Indemnity**

**11.1 DISCLAIMER OF LIABILITY.** EXCEPT FOR CLAIMS OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY INJURY, OR ANY CLAIM THAT CANNOT BE LIMITED BY LAW, IN NO EVENT WILL NUIX BE LIABLE TO LICENSEE (UNDER STATUTE, CONTRACT, TORT, STRICT LIABILITY, 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.

**11.2 LIMITATION OF LIABILITY.** EXCEPT FOR CLAIMS OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY 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, STRICT LIABILITY, 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 MONTH PERIOD FROM THE TIME THE FIRST RELATED LIABILITY AROSE, LESS IN EACH CASE AMOUNTS PREVIOUSLY PAID TO SATISFY LIABILITY UNDER THIS AGREEMENT.

**11.3 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 10.1) IS LIMITED, AT NUIX'S SOLE DISCRETION, TO: (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, 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.

**11.4 Failure of Essential Purpose; Basis of the Bargain.** The Parties have agreed that the limitations specified in Sections 11.1, 11.2, and 11.3 (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, Products or other service under this Agreement.

**11.5 Acknowledgments.** Licensee agrees (i) that Nuix is not an insurance company; (ii) that business interruption insurance, IP infringement insurance, and other coverages are available to it; (iii) that Nuix's fees for the Software and the Products would be substantially higher if Nuix were to agree to take on additional obligations and liabilities beyond those expressly undertaken in this Agreement; and (iv) that Licensee will look solely to its insurance or self-insurance programs to the extent that any losses, costs, judgments or expenses are not covered by Nuix's express obligations and liabilities contained in this Agreement; and Licensee waives all rights of subrogation of its insurers against Nuix, and its Affiliates, vendors and their respective personnel.

**11.6 Licensee 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 ("**Third Party Claim**"), arising directly or indirectly in relation to (i) a breach by Licensee of the Agreement, (ii) any Third Party Claim that the Licensee Data, or any use of the Licensee Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights; and (iii) any Third Party Claims based on Licensee's or any Authorized User's (a) negligence or willful misconduct; (b) use of the Software in a manner not authorized by this Agreement; (c) use of the Software in combination with data, software, hardware, equipment or technology not provided by Nuix or authorized by Nuix in writing; or (d) modifications to the Software not made by Nuix. Licensee may not settle any Third Party Claim against Nuix unless Nuix consents to such settlement, and further provided that Nuix will have the right, at its option, to defend itself against any such Third Party Claim or to participate in the defense thereof by counsel of its own choice.

## **12. General.**

**12.1 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.

**12.2 Force Majeure.** Except for payment of undisputed fees, neither Party will be liable for any failure or delay in performing any obligation under this Agreement where such failure or delay is due to any cause beyond a Party's reasonable control (including but not limited to any natural catastrophe, government mandated quarantines, shelter in place orders, bans on public gatherings, travel restrictions, lock-downs, or shut downs of public services, acts or omissions of national, state, local or foreign governmental authorities or courts, governmental interference, and national, state or local declarations of a state of emergency or crisis, law or regulation, labor strike or difficulty, transportation stoppage or slowdowns or inability to procure personnel, parts or materials, or any other events or circumstances not within the reasonable control of the affected Party, whether similar or dissimilar to any of the foregoing) and, if any such cause prevents or delays performance for more than thirty (30) days, either Party may terminate this Agreement.

**12.3 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 12.3 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. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of Section 9 (Confidentiality). If the audit identifies Licensee's non-compliance, Licensee shall remedy such non-compliance, which may include, without limitation, the payment of any fees for additional licenses outside of Licensee's use rights within thirty (30) days of written notification of non-compliance. Licensee fails to remedy the non-compliance, Nuix may terminate this Agreement and any Order Forms.

**12.4 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 Nuix at the applicable address set forth in Section 12.13 of this Agreement, and to the Customer 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). Notices to Nuix must also include a required copy to: [legal@nuix.com](mailto:legal@nuix.com).

**12.5 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.

**12.6 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.

**12.7 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 12.7 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 12.7. 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.

**12.8 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.

**12.9 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.

**12.10 Waiver; Modifications.** 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. Any variation of, or amendments to, any terms of this Agreement must be in writing and signed by both Parties.

**12.11 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.

**12.12 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: the DPA, 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.

**12.13 Contracting Parties, Governing Law, Disputes; 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 or mediation, depend on where Licensee is domiciled:

If Licensee is domiciled in:	Licensee is contracting with:	Nuix Address:	Governing Law:	Place of Arbitration or Mediation:
United States of America, Central America or South America	Nuix North America Inc.	13755 Sunrise Valley Drive, Suite 300, Herndon, Virginia, 20171 U.S.A.	Commonwealth of Virginia, USA	Fairfax County, Virginia, U.S.
Canada	Nuix Canada Inc.	140 Yonge Street, Suite 200 Toronto, Ontario M5C 1X6 Canada	Ontario, Canada	Ontario, Canada
Any country in Europe (other than the United Kingdom), the Middle East, or Africa	Nuix Ireland Limited	Registered Office: The Black Church St. Mary’s Place Dublin 7, D07 P4AX Ireland  Business Office for Notices: 3rd floor 12 South Mall Centre Cork T12 RD43 Ireland	England and Wales	London, England
United Kingdom	Nuix Technology UK Ltd	Registered Office: C/O Cogency Global (UK) Limited, 6 Lloyd’s Avenue, Suite 4CL, London, EC3N 3AX  Business Office for Notices: 5th Floor, 20 Midtown 20 Procter Street	England and Wales	London, England

		London WC1V 6NX		
Asia, Australia, and New Zealand	Nuix Limited	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.

The Parties acknowledge that it is their wish that this Agreement and all documents relating to it be in the English language only. Les parties aux présents reconnaissent avoir voulu que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise seulement.

If there is a Dispute (as defined in Section 12.15 (Arbitration)) between the Parties relating to this Agreement, the Parties shall first attempt to resolve the Dispute by escalating the Dispute within their respective organizations. If the Parties are unable to resolve the Dispute within thirty (30) days after the complaining Party's written notice to the other Party, the Parties will seek to resolve the Dispute through non-binding mediation conducted in the place of mediation identified above. Each Party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the Parties are unable to resolve the Dispute within sixty (60) days after commencing mediation, either Party may commence (i) arbitration in accordance with Section 12.15 (Arbitration), if Licensee is domiciled outside of the U.S., or (ii) litigation in the state or federal courts in Fairfax County, Virginia, if Licensee is domiciled in the U.S.

**12.14 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, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE VALIDITY, PROTECTION, INTERPRETATION OR ENFORCEMENT THEREOF.

**12.15 Arbitration.** EXCEPT WITH RESPECT TO A LICENSEE DOMICILED IN THE U.S., SUBJECT TO SECTIONS 12.16 (LICENSEE DOMICILED IN THE U.S.) AND 12.17 (EQUITABLE RELIEF), 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 INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION (SHOULD LICENSEE BE DOMICILED ANYWHERE BUT THE U.S.), 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 12.13 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) To the extent permitted by applicable law, 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.

**13.16 Licensees Domiciled in the U.S.** Notwithstanding anything to the contrary in Section 12.15 (Arbitration), with respect to any Licensee domiciled in the U.S., Disputes shall not be submitted to arbitration and shall be heard in the state and federal courts located in Fairfax County, State

of Virginia and the Parties hereby consent to exclusive jurisdiction and venue in such courts.

**12.16 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.

**12.17 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.

**12.18 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.

**12.19 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.

**12.20 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, they shall be deemed to be followed by the words "without limitation"; (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement; (d) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes; (e) 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; (f) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; (g) a reference to any thing (including but not limited to any right) which includes part of that thing; (h) 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; (i) 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; (j) 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; (k) 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 (l) 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.

**12.21 Licensee System.** Licensee is responsible for (a) obtaining, deploying, and maintaining all computer hardware, software, modems, routers, and other communications equipment necessary for Licensee, and its Authorized 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.