

PROPRIETARY DATASET LICENSE AGREEMENT

1. LICENSE GRANT

Subject to the terms and conditions herein, Nuix Limited of 1 Market St, Level 29, Sydney, NSW 2000 (Licensor) hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dataset solely for the following purposes:

- (i) Demonstrating the capabilities of Licensor's software systems;
- (ii) Training end-users on how to use Licensor's software systems; and
- (iii) Adding, modifying, or making improvements to the Dataset for the purpose of improving uses (i) and (ii).

The dataset is provided on an "AS IS" and "AS AVAILABLE" basis for the purposes specified.

2. RESTRICTIONS

Licensee shall not:

- (i) Use the Dataset for any purpose not expressly permitted in Section 1;
- (ii) Distribute, sell, rent, lease, sublicense, or otherwise transfer the Dataset to any third party;
- (iii) Reverse engineer, decompile, or disassemble the Dataset;
- (iv) Remove or alter any proprietary notices or labels on the Dataset;
- (v) Use the Dataset to develop or assess competing products or services;
- (vi) Use the Dataset for any commercial purpose not expressly permitted in Section 1.

3. OWNERSHIP

Licensor retains all right, title, and interest in and to the Dataset, including all intellectual property rights therein. No ownership rights in the Dataset are transferred to Licensee under this Agreement.

4. GRANTBACK LICENSE FOR ADDITIONS, MODIFICATIONS, AND IMPROVEMENTS

Licensee hereby grants to Licensor a non-exclusive, transferable, sublicensable license to use any additions, modifications, or improvements to the dataset to Licensor and Licensor's subsidiaries and affiliates.

5. DISCLAIMER OF WARRANTIES

THE DATASET IS PROVIDED WITHOUT ANY statutory, express or implied representations, warranties, guarantees, or conditions, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, title, quality, operability, condition, system integration, accuracy of data, or absence of defects.

6. LIMITATION OF LIABILITY

Except for claims of intentional misconduct, conduct causing bodily injury, or any other claims that cannot be limited by law, the company shall not be liable for: a) Special, punitive, exemplary, indirect, incidental or consequential damages b) Business interruption, data loss, loss of profits, revenue, savings, production, contracts, opportunity, goodwill, or reputation

7. STATUTORY REMEDIES

To the extent permitted by law, all terms, conditions, warranties, guarantees, rights or remedies implied or imposed by statute, common law, equity, trade, custom or usage are excluded. However, nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term, implied or imposed by any applicable law (including the **Australian Consumer Law**) which cannot lawfully be excluded, restricted or modified. Where any such non-excludable term applies and the Supplier is entitled to limit its liability for a breach of that term, the Supplier's liability is limited (at its option) to:

- (i) in the case of goods – the repair or replacement of the goods or the supply of equivalent goods; and
- (ii) in the case of services (including SaaS) – the re-supply of the services or the payment of the cost of having the services re-supplied.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless Licensor, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to Licensee's use of the Dataset, including but not limited to any breach of this Agreement by Licensee.

9. USER RESPONSIBILITY

Users are solely responsible for determining whether any information generated from use of the dataset is accurate and sufficient for their purposes.

10. TERM AND TERMINATION

This Agreement is effective until terminated. Licensor may terminate this Agreement immediately if Licensee breaches any provision of this Agreement. Upon termination, Licensee shall cease all use of the Dataset and destroy all copies of the Dataset in its possession.

11. GENERAL PROVISIONS

- (i) Governing Law: This Agreement shall be governed by Australian law.
- (ii) Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.
- (iii) Severability: If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- (iv) No Waiver: Failure to enforce any provision of this Agreement shall not constitute a waiver.

By using the Dataset, Licensee acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Nuix Limited

10 October 2025