



Nuix Jurisdiction Specific Terms for Professional Services

1. Capitalised Terms.

All capitalised terms which are not defined in this document have the meanings given to them in the Nuix Professional Services Terms. The Nuix Professional Services Terms are available here: <https://www.nuix.com/legal>.

2. United States.

- 2.1 Waiver of a Jury Trial.** Any controversy that may arise under the Professional Services Agreement may involve complicated and difficult issues and, therefore, each 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 such agreements, the transactions involved, or any issues about the validity, protection, interpretation or enforcement of such agreements.

3. England and Wales.

- 3.1 Third-Party Beneficiaries; Rights.** If the laws of England and Wales apply to the Professional Services Agreement, the Contracts (Rights of Third Parties) Act 1999 (“**Act**”) will not apply to the Professional Services Agreement and no person other than the parties to the Professional Services Agreement (including all permitted assignees) and Nuix Affiliates will have any rights under the Act, nor will the Professional Services Agreement be enforceable under the Act by any person other than the parties to it.

4. Germany.

- 4.1 Interpretation and Definitions.** Where this clause 4 contains a German term as a translation for an English term, the German term will be binding for the interpretation of that term. Capitalised terms in this clause 4 have the following meanings:

German Civil Code means the Bürgerliches Gesetzbuch.

- 4.2 Cardinal Obligations.** For claims arising from a negligent breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the Professional Services Terms and on which Customer may regularly rely (Kardinalpflichten), the General Cap shall apply. For the purposes of this clause, cardinal obligations include, without limitation, the obligation to provide the Professional Services such that they materially conform to the Documentation.

- 4.3 Burden of Proof.** The statutory provisions governing the burden of proof shall remain unaffected by the Professional Services Terms.