



Nuix Jurisdiction Specific Terms for Solutions

1. **Capitalised Terms.** All capitalised terms which are not defined in this document have the meanings given to them in the Nuix Solutions Terms. The Nuix Solutions 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 Solutions 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.
 - 2.2 **Federal US Government Use.** The Solutions, 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. Government software rights related to the Solution Software or the SaaS Offerings, as applicable, include only those rights customarily provided to the public, as defined in the Solutions Agreement. The technical data rights and customary commercial software licence are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defence transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). The Solutions are each developed and were each developed solely at private expense. Any use, modification, reproduction, release, performance, display, or disclosure of the Solutions by the United States Government will be governed solely by the Solutions Agreement and will be prohibited except to the extent expressly permitted by the Solutions Agreement. If Customer requires greater rights, the parties must include an addendum specifically conveying such rights in the Order.
3. **England and Wales.**
 - 3.1 **Third-Party Beneficiaries; Rights.** If the laws of England and Wales applies to the Solutions Agreement, the Contracts (Rights of Third Parties) Act 1999 (“Act”) will not apply to the Solutions Agreement and no person other than the parties to the Solutions Agreement (including all permitted assignees) and Nuix Affiliates will have any rights under the Act, nor will the Solutions Agreement be enforceable under the Act by any person other than the parties to it.
4. **Germany.**
 - 4.2 **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.
 - 4.3 **Categorisation.**
 - a. **Software, SaaS Offerings and Support.** The provision of the Software and the SaaS Offerings is provided as a services and/or use-rights arrangement; no specific result or acceptance-based work product is owed. Support is performed as a services obligation on a commercially reasonable efforts basis without any commitment to achieve a particular result. Service levels are performance targets and not guarantees; in the event of a shortfall, the sole and exclusive contractual remedy are the agreed service credits. Mandatory Customer rights under German law, in particular Sections 536 et seq. of the German Civil Code, remain unaffected.
 - b. **Qualification of Software Provision.** For the purposes of German law:
 - i. Any reference to “deliver”, “delivery”, “supply” or “supplied” in connection with Solutions in the Solutions Terms shall be construed as making the Solution available for use (Bereitstellung zur Nutzung) and does not constitute a delivery of goods (Warenlieferung) or a transfer of title within the meaning of §§ 433 et seq. of the German Civil Code.
 - ii. Nuix’s obligation to provide the Solutions in conformity with the Documentation under § 535 Abs. 1 S. 2 of German Civil Code constitutes a continuing obligation for the duration of the Subscription Period (Dauergewährleistung) and is not limited to a fixed period following initial provision.
- 4.1 **Solutions Warranty.** Clauses 9.1 and 9.2 of the Solutions Terms are removed and replaced with the following:
 - 9.1 **Solutions Warranty.**
 - a. **Warranty.** Nuix warrants under the German tenancy law (Mietrecht) to Customer that each Solution as originally delivered to Customer will, unless subject to accident, abuse, or unauthorised repair, modification or enhancement, substantially conform to the Documentation and be free from material defects (Sachmängel) during the applicable Subscription Period. Unless expressly agreed otherwise, Nuix does not provide any guarantees or makes any representation regarding the uninterrupted or error-free operation of any Solution, or regarding uptime or availability of any SaaS Offering unless specifically identified in the relevant Support Terms. The remedies set forth in the relevant Support Terms are Customer’s sole remedies and Nuix’s sole liability under the limited warranty set forth in this clause, except to the extent that mandatory statutory provisions (including, without limitation, §§ 536, 536a of the German Civil Code) provide for additional or different remedies that cannot be excluded or limited. In particular, Customer’s statutory

right to rent reduction (Mietminderung) pursuant to § 536 of the German Civil Code remains unaffected. Customer is to give Nuix notification about each defect without undue delay (unverzüglich) as follows: Customer shall consider all of Nuix's advice with regard to analysis of defects and shall provide all present and required information. Notification of defects shall be provided by Customer in writing, containing a level of detail which allows Nuix to verify the defect (e.g. provision of relevant error message) and to exclude a user handling error (e.g. by detailing workflow). Nuix will remedy such defects within a reasonable period of time. If a remedy provided under this clause fails or Nuix refuses to perform such remedy, and insofar as mandatory statutory provisions, which then apply in addition, do not conflict, Customer's remedy for a breach of warranty under this clause shall be: Customer may terminate the affected Subscription Period. In the event of termination, Nuix will refund pre-paid, unused fees for such non-compliant Solution. Customer's right to extraordinary termination pursuant to § 543 of the German Civil Code for cause remains unaffected. Any refund provided hereunder shall not affect any further claims Customer may have under applicable Law.

- b. **Disclaimer.** It is Customer's responsibility to ensure that it has the technical prerequisites for the use of any Solution, and Nuix does not warrant that any Solution is compatible with Customer's IT systems, unless it is stated in the Documentation or has been expressly confirmed by Nuix in writing. For the avoidance of doubt, Nuix shall have no warranty obligations to the extent a claim arose from the exclusions set out in subclause (c) below, provided that this shall not affect Customer's mandatory statutory rights under applicable Law.
- c. **Exclusions.** To the extent permitted by applicable laws, no warranty will apply to any Solution if: (i) the issue relates to use of a pre-release alpha or beta version of the Solution, provided that Customer has been clearly informed prior to use that such version is a pre-release version; (ii) Customer has used the Solution other than in accordance with the Solutions Agreement and Documentation; (iii) the Solution has been modified in any way without Nuix's prior written consent; (iv) the issue relates to the nature, use or operation of hardware not provided or specified by Nuix; (v) the issue relates to any third party software not provided or specified by Nuix as part of the Solution; (vi) Customer has used the Solution in contravention of any law, treaty, regulation, or convention; or (vii) Customer has materially breached any of the terms of the Solutions Agreement. The foregoing exclusions shall not apply to the extent they conflict with mandatory statutory provisions.
- d. **Defects of Title (Rechtsmängel).**
 - i. Nuix represents that, as of the effective date of the Solutions Agreement, to Nuix's actual knowledge and subject to paragraph (ii) below, Nuix holds all rights necessary to validly grant to Customer the use of the Solutions as contemplated by the Solutions Terms and the Order, within the agreed scope, territory, and term (the "Chain-of-Title Assurance"). This assurance does not cover Customer Content, software, data or other materials that the Customer provides or is responsible for, nor any combinations, modifications, or uses outside the contractually agreed scope.
 - ii. The Chain-of-Title Assurance does not extend to claims that are based on (1) Customer's non-compliance with third-party or open-source licence obligations, (2) requirements arising from the nature of an applicable open-source licence (including copyleft obligations) that were not caused by any act or omission of Nuix, or (3) Customer's combination of the Solutions with third-party hardware/software, Customer's modifications of the Solutions, or any non-conforming use.
 - iii. In the event of a breach of the Chain-of-Title Assurance, Nuix will, at its option and within a reasonable time, (1) procure a licence sufficient for the contractual use, (2) modify or replace the affected Solution to avoid the alleged infringement, or (3) refund prepaid fees on a pro-rata basis for periods during which contractual use is not possible. These remedies are Customer's exclusive remedies with respect to defects of title (including alleged infringements of third-party IP rights), except to the extent mandatory law provides otherwise.
 - iv. This clause specifies and, to the extent permissible under applicable standard terms law, supersedes deviating statutory provisions regarding defects of title (including Sections 536(3) and 536a of the German Civil Code). Customer's mandatory statutory rights remain in force only to the extent their exclusion or limitation is legally impermissible. For defects of title arising after contract formation, Nuix is liable only where attributable fault (intent or negligence) exists. The foregoing remedies apply accordingly. Customer must notify Nuix in writing without undue delay of any suspected or alleged defect of title and provide Nuix with all information, access, and cooperation reasonably required for assessment and remediation. If Customer culpably breaches these duties, claims are excluded to the extent the loss is caused thereby.
 - v. Claims arising from or in connection with this clause are subject to the contractual exclusions and limitations of liability (including any liability cap) set out in Clause 11 of the Solutions Terms, except where mandatory law provides otherwise.
 - vi. Other than as expressly set out in this clause, no further (express or implied) representations or warranties are given with respect to chain of title.

9.2 Not Used.

4.2 Non-Excludable Liability. For the purposes of clause 11.1(d) of the Solutions Terms, the Losses and Claims that cannot be excluded by Law may include the following: (i) damages arising from injury to life, body, or health (Verletzung des Lebens, des Körpers oder der Gesundheit), regardless of the degree of fault; (ii) damages caused by intentional misconduct (Vorsatz) and

liability for gross negligence (grobe Fahrlässigkeit); and (iii) liability under the German Product Liability Act (Produkthaftungsgesetz).

4.3 Statutory Remedies. For the avoidance of doubt, nothing in the Solutions Terms is intended to operate to exclude or restrict: (ii) Customer's statutory remedies in respect of fraudulently concealed defects (arglistig verschwiegene Mängel) pursuant to § 536d of the German Civil Code; (iii) Customer's statutory right to rent reduction (Mietminderung) pursuant to § 536 of the German Civil Code; or (iv) any other statutory remedy that cannot be excluded or restricted under mandatory applicable Law.

4.4 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 Solutions Agreement and on which Customer may regularly rely (wesentliche Vertragspflichten / Kardinalpflichten), the General Cap shall apply. For the purposes of this clause, cardinal obligations include, without limitation: (i) the obligation to provide the Solutions such that they materially conform to the Documentation; and (ii) the obligation to provide Support in accordance with the relevant Support Terms.

4.5 Burden of Proof. The statutory provisions governing the burden of proof shall remain unaffected by this clause 4 or clause 11 of the Solutions Terms.

4.6 Interpretation of Intellectual Property Provisions. For the purposes of German Law:

a. **IP Rights Meaning.** The definition of "IP Rights" in clause 16 (Definitions) of the Solutions Terms shall, for the purposes of German Law, be deemed to include the sui generis database right (Datenbankherstellerrecht) pursuant to §§ 87a et seq. of the German Copyright Act (Urheberrechtsgesetz) and all rights in computer programs pursuant to §§ 69a et seq. of the German Copyright Act.

b. **Software Licensing.** With respect to the licences granted under clauses 1.1(b) of the Solutions Terms, the following shall apply under German Law:

The licence granted under clause 1.1(b) of the Solutions Terms comprises the following rights of use (Nutzungsrechte) to the extent required for the Customer's use of the Software in accordance with the Solutions Agreement: (i) the right to reproduce the Software (Vervielfältigungsrecht), which is required for installation, loading, running, and displaying the Software; (ii) the right to use the Software in accordance with its intended purpose (bestimmungsgemäße Benutzung) pursuant to § 69d(1) of the German Copyright Act, including error correction; (iii) the right to revise the Software granted to Customer herein is limited to the maintenance or reinstatement of the agreed functionality of the Software; and (iv) no more extensive rights to use and exploit the Software are granted to Customer.

c. **Mandatory Statutory Limitations on Use Restrictions.** The restrictions set out in clause 1.4 of the Solutions Terms shall not apply to the extent they conflict with mandatory provisions of German copyright law. In particular:

i. Customer's right to observe, study, and test the functioning of the Software in accordance with § 69d(3) of the German Copyright Act shall remain unaffected by clause 1.4 of the Solutions Terms. For the avoidance of doubt, this does not constitute or imply any contractual acceptance testing or acceptance procedure, and does not include penetration testing, vulnerability scanning or similar security testing, which may only be performed with Nuix's prior written consent.

ii. The prohibition on reverse engineering, decompilation, and disassembly in clause 1.4(f) of the Solutions Terms shall not apply to the extent that decompilation is permitted under § 69e of the German Copyright Act for the purpose of achieving interoperability with an independently created computer program, provided that the conditions set out in § 69e of the German Copyright Act are met.

d. **Feedback.** For the purposes of German law, clause 4.4 of the Solutions Terms shall be construed as follows: To the extent that any Feedback provided by Customer or its Authorised Users constitutes a work protected by copyright (urheberrechtlich geschütztes Werk) under the German Copyright Act, Customer hereby grants to Nuix an exclusive (ausschließliche), irrevocable, perpetual, worldwide, transferable, and sublicensable right of use (Nutzungsrecht) in all known types of use (Nutzungsarten), including the right to reproduce, distribute, make publicly available, adapt, and create derivative works, for any purpose related to the improvement, development, and commercialisation of Nuix's Solutions and Services. To the extent that Feedback does not constitute a copyright-protected work (e.g., ideas, concepts, suggestions, or general recommendations), Nuix may freely use such Feedback without restrictions.

4.7 Clarifications.

a. To the extent that mandatory statutory provisions, including Customer's rights under §§ 536, 536a of the German Civil Code, provide for remedies that cannot be excluded or restricted under clause 10.1(d), such statutory remedies shall remain available to Customer in addition to the remedies set out in clause 10.1 of the Solutions Terms.

b. Where Customer's statutory remedies under §§ 536, 536a of the German Civil Code apply in addition to clause 10.1 of the Solutions Terms, such statutory remedies shall be subject to the limitations of liability set out in clause 11 of the Solutions Terms (as amended by this clause 4), to the extent that such limitations are not excluded by clause 4.4 (Non-Excludable Liability) or clause 4.5 (Statutory Remedies) above.

c. In the event of a conflict between clause 10.1 of the Solutions Terms and the statutory remedies available to Customer under mandatory applicable Law, the statutory remedies shall prevail solely to the extent required by such mandatory applicable Law.