



## Nuix Professional Services Terms

### 1. Professional Services.

- 1.1 Provision of the Services.** Nuix will provide the professional services specified in an Order, which may include Nuix Advantage Services (as described here: <https://www.nuix.com/nuix-advantage>) (“**Professional Services**”), with reasonable skill and care, and using competent and properly qualified personnel. Where appropriate given the extent or complexity of the Professional Services the parties will agree a statement of work in relation to the Professional Services. The statement of work must be negotiated and finalised between the parties before the Order for the Professional Services is signed.
- 1.2 Customer Assistance.** Customer must provide, as reasonably requested by Nuix: (a) assistance from qualified personnel familiar with Customer’s systems, data processing requirements, and related information; and (b) if the Professional Services are provided on Customer’s premises, safe and adequate space, power, network connections, and materials; access to Customer’s hardware, software, and information. Customer acknowledges that Nuix’s ability to successfully provide the Professional Services in a timely manner is contingent upon its receipt from Customer, or its agents and employees, of all reasonably required items, information, and assistance (Customer Contingencies) and agrees that Nuix will not be liable for any delay in, or non-performance of, the Professional Services to the extent that this arises from any Customer Contingencies.
- 1.3 Subcontractors.** Nuix may subcontract all or any part of the Professional Services to a subcontractor, provided that Nuix remains responsible for the acts and omissions of those subcontractors as if they were its own.
- 1.4 Calculation of Fees.** Where Professional Services are provided:
- (a) **as an allocation of hours**, the allocation of hours will be as specified in the Order and Customer must use half of the allocation of hours within the first half of the Subscription Period (or any different period specified in that Order), otherwise those hours will expire. Customer may use these hours on any mutually agreed dates during normal business hours. Provided Nuix has made reasonable commercial efforts to create opportunities for Customer to use the allocation of hours, if Customer does not use the allocation of hours in that period: (1) Customer’s entitlement to receive Professional Services will expire; (2) Nuix will not be liable to Customer for not providing those Professional Services; and (3) Nuix will not be required to refund any fees paid for any expired or unused Professional Services hours;
  - (b) **for a fixed fee**, the fees payable will be those specified in the Order and such fees will be payable in advance of commencement of any Professional Services; or
  - (c) **on a time and materials basis**, the fees payable will be calculated in accordance with Nuix’s then current hourly rates (unless agreed otherwise between the parties), charged at a daily minimum of eight hours and invoiced monthly in arrears. Invoices for time and materials fees will include a breakdown of the time and materials.
- 1.5 Expenses.** Customer must reimburse Nuix for all reasonable and demonstrable travel and out-of-pocket expenses incurred by Nuix in connection with the performance of the Professional Services, provided that Nuix obtains prior written approval from Customer for any expense above \$500.
- 1.6 Use of Outputs.** Subject to Customer’s payment of applicable fees, Nuix grants Customer a license to use the outputs of the Professional Services provided to Customer to the extent necessary to enable the Customer to make reasonable internal business use of those outputs. Where outputs relate to use of a Solution, use of the outputs will be for the relevant Subscription Period only and limited to for the purpose of use of, or access to, the Solution.
- 1.7 Scanning and Penetration Testing Risks.** If the Professional Services include accessing and scanning IP addresses or penetration testing: (a) Customer represents and warrants that Nuix has full right, power and authority to consent to have Nuix perform these activities; and (b) Customer acknowledges and understands that: (1) these activities involve inherent risks, including risks related to systems and network performance and availability, and data corruption or loss; and (2) Nuix will not be liable for Losses and Claims associated with these risks provided that the activities are performed in accordance with the Professional Services Agreement.
- 1.8 Non-solicitation.** Customer agrees that, from commencement of an Order until 12 months after expiry or termination of an Order, it will not directly or indirectly solicit, employ, or engage any Nuix personnel who were involved in providing the Professional Services under that Order without the written permission of Nuix. Customer will not be in breach of this clause where the relevant Nuix personnel has, without intervention or incitement, responded to a public advertisement.
- 1.9 Relationship to Solutions.** Professional Services are provided separately to the Solutions and Support. Any breach, deficiency, or delay in Professional Services will not: (a) constitute a breach for the purposes of any Solutions Agreement; (b) affect Customer’s obligations to pay fees for Solutions; (c) entitle Customer to withhold payment for Solutions; or (d) entitle Customer to terminate any Solutions under any Solutions Agreement. Customer’s sole remedies for any issues with Professional Services are as set out in clause 9.1 (Professional Services Warranty).

- 2. Training.** This clause applies to the extent that Nuix provides the Customer with training as part of any Professional Services.
- 2.1 Training Documentation.** To the extent Nuix provides Documentation in electronic form, Customer is responsible for printing such Documentation for any Authorised Users who desire use of hard copies during the training session(s). Any such Documentation: (a) is Nuix's Confidential Information; (b) for the exclusive use of Authorised Users attending the training; and (c) may not be altered, copied, captured, or distributed without the express written consent of Nuix.
- 2.2 Registration.** Only Authorised Users participating in training may register for and attend the training session. To register for training in-person or online, Authorised Users must complete the applicable registration process as directed by Nuix.
- 2.3 Substitution.** Customer may substitute one or more Authorised Users for training by providing notice of such substitution not less than five Business Days prior to the scheduled commencement of such training, along with accurate and complete information on the substitute Authorised Users.
- 2.4 Photographs and Recordings.** By participating in the training, Authorised Users agree that Nuix may document, film, photograph, and capture attendees' voices and images in any media ("**Photos and Recordings**"). Nuix retains and uses all of the resulting information for the minimum necessary period to fulfill its legal and contractual obligations, legitimate business purposes, and as recommended by industry standards. Customer authorises Nuix, its agents, employees, and partners to use, reproduce, modify, distribute, and translate, for any purpose relating to Nuix's business, all or any part of the Photos and Recordings.
- 2.5 Training Consent.** Customer acknowledges and consents to Authorised Users participating in online training sending basic contact information (name, email address, phone number) to the USA.
- 3. Data, Privacy and Security.**
- 3.1 Rights and Obligations.** Customer grants Nuix the right to Process Personal Information provided to Nuix in connection with the Professional Services Agreement, and relating to the business relationship between the parties, in accordance with the DPA, and Nuix's global Data Privacy Policy and the Nuix Privacy Statement which are available at [www.nuix.com/privacy-policy](http://www.nuix.com/privacy-policy). Each party must comply with: (a) the Security Requirements; and (b) to the extent that Personal Information is processed by Nuix in connection with the Professional Services Agreement (including any sub-processing), the DPA.
- 3.2 Customer Data Responsibilities.** Customer is responsible for the accuracy and quality of Customer Data and must obtain all rights, permissions, and consents, and provide all notices, necessary for Customer and Nuix to use, transfer, or otherwise process all Customer Data as contemplated by the Professional Services Agreement. Except with Nuix's prior written approval, Customer must not provide to Nuix any data that is subject to Laws (other than applicable privacy Laws) that require heightened or specific security measures.
- 3.3 Operational Data.** Customer grants Nuix the right to Process data (which may include Personal Information) relating to use of the Solutions and Professional Services in identifiable form for the following purposes: (a) verifying and authenticating licence keys and access credentials; (b) billing and invoicing; (c) capacity planning; (d) monitoring use of the Solutions and Professional Services, including against the Usage Entitlement and any other limits specified in the Order, and enforcing compliance with agreements between Nuix and Customer; (e) maintaining the security, integrity and availability of the Solutions; and (f) providing the Solutions and Professional Services to (and improving the Solutions for) the Customer ("**Operational Data**"). Nuix may transfer Operational Data to any country where Nuix's global organisation and its data processing vendors operate, and Customer agrees to do all things reasonably required to facilitate this and enable Nuix to obtain the Operational Data.
- 3.4 Aggregated Performance Data.** Nuix may create and Process analyses, materials, data, insights, works, and other things derived (wholly or partly) in from use of the Solutions and Professional Services, provided that these items: (a) are in an anonymised and aggregated form; and (b) expressly exclude Customer case data ("**Aggregated Performance Data**"). Nuix may use Aggregated Performance Data for its legitimate business purposes, including to: (1) prevent, identify and address errors in the Solutions; (2) monitor and understand system performance and usage patterns, including as necessary, for further development and implementation of improvements to the Solutions and Support; (3) compile statistical and performance information for internal purposes related to the provision and operation of the Nuix business; and (4) provide insights, recommendations, and value analysis to customers (including to optimise use of the Solutions, and Professional Services).
- 4. Intellectual Property.**
- 4.1 Ownership.** Each party retains and reserves all right, title, and interest in and to its pre-existing intellectual property and any materials, works, or deliverables created or developed by that party.
- 4.2 Nuix Intellectual Property.** Nuix, together with its Affiliates and licensors, retains and reserves all right, title, and interest in and to: (a) its outputs from the Professional Services; and (b) the Solutions and Documentation, including in any Updates, enhancements, adaptations, and derivative works. Other than as expressly set out in the Order, Nuix does not grant Customer, or any Authorised User, any intellectual property, or other rights in its outputs from the Professional Services, the Solutions or Documentation (by implication, estoppel, or otherwise).
- 4.3 Customer Data.** Customer, together with its licensors, retains and reserves all right, title, and interest in and to the Customer Data. Customer grants Nuix a royalty-free, non-exclusive, worldwide, sub-licensable right to process, store, host, use, copy, transmit, and display Customer Data to provide the Solutions and Professional Services.

**4.4 Feedback.** Customer and its Authorised Users may provide suggestions, enhancement requests, recommendations, corrections, or other feedback to Nuix about the Solutions and Professional Services (“**Feedback**”). Nuix may use such Feedback on a perpetual basis for any purpose, including to improve or develop its Solutions and Professional Services, provided that Nuix does not disclose Customer’s Confidential Information in doing so.

## **5. Confidentiality.**

**5.1 Restrictions.** Each party that receives Confidential Information of the other party (“**Recipient**”): (a) may disclose the Confidential Information of the other party (“**Discloser**”) to its Affiliates, and its and their directors, officers, employees, consultants, and legal advisors who: (1) have a “need to know”; (2) have been told that Confidential Information is confidential; and (3) are bound by nondisclosure obligations at least as restrictive as those set out in this clause; (b) must not disclose or otherwise make available, or allow access to, the Discloser’s Confidential Information by any third party, without the Discloser’s prior written consent; (c) must put in place appropriate measures to protect the Discloser’s Confidential Information from unauthorised, access, disclosure, or alteration; and (d) must only use the Discloser’s Confidential Information for the purposes of performing its obligations or exercising its rights under the Professional Services Agreement.

**5.2 Exceptions.** Confidential Information will not include information that: (a) is already known to the Recipient without restriction on use, or disclosure prior to receipt, of such information from the Discloser; (b) is or becomes generally known by the public (other than by breach of the Professional Services Agreement by, or other wrongful act of, the Recipient); (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Discloser; or (d) is received by the Recipient from a third party who is not under any obligation to the Discloser to maintain the confidentiality of such information.

**5.3 Compelled Disclosure.** If the Recipient is required by Law to disclose any of the Discloser’s Confidential Information, the Recipient must first provide to the Discloser: (a) if permitted by Law, prompt written notice of such requirement so that the Discloser may, at its expense, seek a protective order or other remedy; and (b) reasonable assistance, at the Discloser’s expense, to oppose or limit the disclosure. In these circumstances, the Recipient must: (1) disclose only the Confidential Information which Recipient must disclose by Law; and (2) use commercially reasonable efforts to have the applicable court or other requestor treat the Confidential Information as confidential.

## **6. Invoicing and Payment.**

**6.1 Invoicing and Payment Terms.** Nuix will invoice the Customer in accordance with the invoicing schedule set out in an Order. Unless specified otherwise in an Order: (a) Customer must pay all invoiced amounts within 30 days of the date of such invoice, subject to clause 6.2 (Invoice Disputes and Late Payments); (b) all payments must be in US dollars (unless another currency is specified in the Order) and by wire transfer; and (c) all amounts are non-refundable (except as set out in the Professional Services Agreement).

**6.2 Invoice Disputes and Late Payments.** If Customer reasonably and in good faith believes that Nuix has invoiced Customer incorrectly, Customer must promptly contact Nuix to dispute the invoice no later than 15 days after the date of the invoice (email acceptable). If Customer fails to pay any invoiced amount that is not the subject of a valid dispute under this clause, Nuix will then give Customer notice of non-payment (email acceptable). If Nuix does not receive payment in full within 10 days from the date of this non-payment notice, Nuix may charge Customer interest on overdue amounts until Customer pays the overdue amounts in full, at an interest rate of 1.5% per month, or the maximum amount allowed by Law (whichever is less).

**6.3 Taxes.** Unless specified otherwise in an Order, all amounts in the Professional Services Agreement are exclusive of all Taxes. If any Taxes are payable in relation to the Professional Services Agreement (including sales, service and consumption taxes such as GST and VAT but excluding taxes applicable to Nuix’s income), Nuix will invoice Customer for all such Taxes and Customer must pay such Taxes in accordance with the payment terms. Nuix may gross up any amount in respect of which Nuix is required to pay withholding tax.

**6.4 Reseller Transactions.** Where Customer indirectly procures the Nuix solutions via Nuix’s authorised reseller, Customer’s obligations to Nuix with respect to payment will: (a) be deemed to be Customer’s obligations to such authorised reseller; and (b) subject to Customer’s separate agreement with such authorised reseller, but all other obligations in this document remain owed to Nuix.

## **7. Duration and Termination.**

**7.1 Term.** The term of the Professional Services Agreement commences on the ‘order date’ specified in the Order and ends on the date that all Professional Services have been provided or have expired (whichever is sooner), unless terminated earlier.

**7.2 Termination.** A party may terminate the Professional Services Agreement with immediate effect by giving notice to the other party if: (a) the other party commits a material breach of the Professional Services Agreement which is capable of being remedied and does not remedy that breach within 30 days after receiving notice of the breach; or (b) the other party commits a material breach of the Professional Services Agreement which is not capable of being remedied.

**7.3 Effect of Professional Services Agreement Ending.** Upon the expiration or termination of the Professional Services Agreement:

- (a) Nuix will no longer be required to provide the Professional Services to Customer;
- (b) each party must pay to the other all amounts owed by it in connection with the Professional Services Agreement;

- (c) where termination is by Customer under clause 7.2 (Termination) or occurs under clause 7.4 (Impact of the Solutions Agreement Terminating) as a result of termination of the Solutions Agreement for material breach by Nuix or an insolvency event related to Nuix, Nuix will provide a pro rata refund to Customer of the applicable fees pre-paid by Customer for Professional Services which would have been delivered during the period after termination; and
- (d) each party must return (or destroy, if directed by the other party) all of the other party's property, materials and Confidential Information, except to the extent: (1) the Law requires the party to retain such Confidential Information (in which case the party may retain a copy and must continue to protect such Confidential Information in accordance with the terms of the Professional Services Agreement); or (2) the property, material and Confidential Information are required in relation to continuing supplies under the Order.

**7.4 Impact of the Solutions Agreement Terminating.** If the Solutions Agreement is terminated for any reason, the Professional Services Agreement) will terminate automatically without any requirement to give notice and clause 7.3 (Effect of Professional Services Agreement Ending) will apply.

**7.5 Survival.** Clauses 1.4 (Calculation of Fees), 1.5 (Expenses), 1.8 (Non-solicitation), 1.9 (Relationship to Solutions), 3 (Data, Privacy and Security), 4 (Intellectual Property), 5 (Confidentiality), 6 (Invoicing and Payment), 7 (Duration and Termination), 8 (Compliance), 9.2 (Warranty Disclaimer), 9.3 (Statutory Warranties), 10 (Third Party Claims), 11 (Limitation of Liability), 13 (Force Majeure), 14 (Governing Law and Dispute Resolution), 15 (Miscellaneous), 16 (Definitions), and any other obligations which are expressed to or, by their nature, survive expiry or termination, will survive expiry or termination of the Professional Services Agreement and are enforceable at any time at law or in equity.

## **8. Compliance.**

**8.1 Compliance with Laws.** In performing its obligations under the Professional Services Agreement, each party must comply with all applicable Laws.

**8.2 Export.** The Solutions, Documentation, and Confidential Information ("**Controlled Materials**") may be subject to import, export control and sanctions Laws including, but without limitation, the Laws of the United States, the UK, EU, and Australia ("**Export Laws**"). Customer and its Affiliates must not directly or indirectly use, export, re-export, release, or transfer the Controlled Materials in violation of any applicable Export Laws. Customer is solely responsible for obtaining any required export authorisations if Customer exports or re-exports Controlled Materials.

**8.3 Anti-Corruption.** The parties must comply with all applicable Laws regarding anti-corruption. Each party agrees that it will not offer to pay or give any illegal or improper bribe, kickback, payment, gift, or thing of value to anyone, including foreign government officials or related persons or entities on either party's behalf to: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of the Professional Services Agreement, or the business of either party. Each party must reasonably cooperate with the other party in any relevant anti-corruption due diligence process and/or investigation and will promptly notify the other party of any violation of this clause.

**8.4 Sanctions.** Customer represents and warrants to Nuix that none of: (a) Customer; (b) each person or entity owning an interest in Customer; and (c) the respective personnel of (a) and (b), are: (1) currently identified on any Sanctions List; or (2) a person or entity with whom any person is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of any Sanctions Laws. Customer must not, directly, or indirectly, use, export, re-export, release, or transfer any Controlled Materials to or for the benefit of any person or entity identified on any Sanctions List or located in, organised under the laws of, or ordinarily resident in any country or territory that is the target of comprehensive sanctions under any Sanctions Laws. Any breach by Customer of this clause will be deemed a material, incurable breach of the Professional Services Agreement, and Nuix will have the right to immediately terminate the Professional Services Agreement upon written notice to Customer.

## **9. Warranties.**

**9.1 Professional Services Warranty.** Nuix warrants that it will provide the Professional Services with reasonable skill and care. If Nuix breaches this warranty, Nuix will use commercially reasonable efforts to re-perform the deficient Professional Services at no additional charge to Customer, provided Customer gives Nuix written notice of any breach within 30 days of completion of the relevant Professional Services. If Nuix is unable to re-perform in accordance with this clause, Nuix will refund Customer a reasonable proportion of the fees paid for the Professional Services, as determined by Nuix acting reasonably.

**9.2 Warranty Disclaimer.** Except as expressly provided in the Professional Services Agreement, and to the maximum extent permitted by Law, Nuix makes no warranties or guarantees of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties (including as to merchantability or fitness for a particular purpose, or that the Solutions or their use will be error-free or uninterrupted). The limited warranties provided in the Professional Services Agreement are the sole and exclusive warranties provided to Customer.

**9.3 Statutory Warranties.** If any requirement, condition, warranty, or guarantee cannot be excluded at Law and the warranties provided under the Professional Services Agreement are not a sufficient remedy, then Nuix's liability for breach of such condition, warranty or guarantee is limited to: (a) at Nuix's option, resupply of the affected Professional Services or payment of the cost of the same; or (b) if the remedy in subclause (a) is insufficient to meet the minimum requirements at Law, the minimum remedy required by such Law.

## **10. Third Party Claims.**

**10.1 Customer Indemnity.** Customer must, at Customer's expense, defend Nuix against any Claim made by a third party (and pay any Losses awarded against Nuix in any proceedings related to that Claim or any monetary settlement Customer enters into with respect to that Claim) alleging that the Customer Data or Nuix's use of Customer Data in accordance with the terms of the Professional Services Agreement infringes or misappropriates a third party's rights.

**10.2 Indemnity Process.** If a third-party Claim is made for which customer is obliged to indemnify under clause 10.1 (Customer Indemnity) then:

- (a) Nuix must provide Customer prompt written notice of the Claim (within no later than 10 days of becoming aware of the Claim);
- (b) Customer will have full and complete control over the defence or settlement of the Claim, including sole control of any negotiations in relation to the Claim, provided that: (1) Customer must not take any actions in relation to the Third-Party Claim which Nuix may reasonably consider contrary to its interests; and (2) Customer may not settle any Third-Party Claim against Nuix unless Nuix consents to such settlement (acting reasonably);
- (c) Nuix must provide, at Customer's expense, all assistance reasonably requested by Customer in defending the Claim (such as providing documents and information and its personnel available for preparation for and attendance at any hearings);
- (d) Nuix will have the right, at its option and cost, to participate in the defence with counsel of its own choice; and
- (e) each party must take all reasonable steps to mitigate any Loss arising under this clause 10 (Third Party Claims).

## **11. Limitation of Liability.**

**11.1 Limitation Exclusions.** The exclusions and limitations of liability in clauses 11.2 (Indirect Losses) and 11.3 (Monetary Caps) below, will not apply with respect to: (a) Claims of fraud, wilful default, or death or bodily injury caused by negligence; (b) the indemnified liabilities under clause 10 (Third Party Claims); (c) any Loss or Claim that cannot be excluded by Law, to the extent of such prohibition; or (d) Customer's obligation to pay the fees and other amounts set out in the Professional Services Agreement.

**11.2 Indirect Losses.** Each party excludes all Indirect Losses arising out of or in connection with the Professional Services Agreement, whether in contract, tort (including negligence) or any other basis in law or equity.

## **11.3 Monetary Caps.**

- (a) **General Cap.** Subject to subclause (b), the total aggregate liability of each party for all Claims and Losses that arise in connection with the Professional Services Agreement in an Agreement Year must not exceed the total fees paid or payable under the Professional Services Agreement in respect of that Agreement Year ("**General Cap**").
- (b) **Super Cap.** The total aggregate liability of each party for all Claims and Losses that arise in an Agreement Year in connection with a breach of the Security Requirements or the DPA that results in a compromise of the availability, integrity or confidentiality of Customer Data must not exceed two times (2x) the General Cap ("**Super Cap**").
- (c) **No Double Recovery.** If Customer and Nuix are parties to more than one contract, and a party has concurrent rights to recover a Loss or in relation to a Claim under both contracts, that party may only recover the Loss, and may only exercise its rights in respect of a Claim, under one of those contracts.

**11.4 Interpretation.** In this clause, 'paid or payable' refers to amounts that have been paid, are due and payable or will or would become payable if the parties performed all their obligations under the Professional Services Agreement for the remainder of the Agreement Year. A Claim or Loss will arise in an Agreement Year if: (a) where the Claim or Loss relates to a single event, the date on which the event occurred was in that Agreement Year; and (b) if the Claim or Loss relates to a series of related events, the date on which the first of those events occurred was in that Agreement Year. Where the fees for the Professional Services are not separately identified in the Order, the General Cap will be calculated by reference to the proportion of the total fees paid or payable under the Order determined by Nuix (acting reasonably) as attributable to the Professional Services.

## **12. Force Majeure.**

A delay in performance (other than for the payment of amounts due) caused by a Force Majeure Event is not a breach of the Professional Services Agreement. In the event of a Force Majeure Event, the time for performance will be extended for a period equal to the duration that performance is affected by a Force Majeure Event. If such conditions delay or prevent performance continuously for more than 30 days, either party may terminate the Professional Services Agreement.

## **13. Insurance.**

Nuix will maintain professional liability and commercial general liability insurances on commercially reasonable terms and in commercially reasonable amounts, covering Nuix's provision of the Professional Services.

#### 14. Governing Law and Dispute Resolution.

**14.1 Governing Law.** Each party agrees to the governing law, jurisdiction, and venue specified below in respect of the Professional Services Agreement, without regard to choice or conflicts of law rules. The United Nations Convention on the International Sale of Goods and the US Uniform Computer Information Transactions Act does not apply to the Professional Services Agreement.

Customer Domicile	Nuix Entity*	Nuix Address	Governing Law	Jurisdiction & Venue
Asia, Australia, or New Zealand	Nuix Limited	1 Market Street Level 29 Sydney, NSW 2000	New South Wales, Australia	Sydney, NSW, Australia
North America (except Canada) or South America	Nuix North America Inc.*	12100 Sunset Hills Road, Suite 320 Reston, VA 20190	Virginia, USA	Fairfax County, Virginia, USA
Canada	Nuix Canada Inc.	140 Yonge Street Suite 200 Toronto, Ontario M5C 1X6	Ontario, Canada	Ontario, Canada
Europe (except Germany, the United Kingdom)	Nuix Ireland Limited	<u>Registered Office:</u> The Black Church St. Mary's Place Dublin 7, D07 P4AX  <u>Notices Address:</u> 3rd floor 12 South Mall Centre Cork, T12 RD43	England and Wales	London, England
United Kingdom, the Middle East, or Africa	Nuix Technology UK Ltd	<u>Registered Office:</u> C/O Cogency Global (UK) Limited 6 Lloyd's Avenue Suite 4CL London, EC3N 3AX  <u>Notice Address:</u> 5th Floor, 20 Midtown 20 Procter Street London, WC1V 6NX	England and Wales	London, England
Germany	Nuix Ireland Limited	<u>Registered Office:</u> The Black Church St. Mary's Place Dublin 7, D07 P4AX  <u>Notices Address:</u> 3rd floor 12 South Mall Centre Cork, T12 RD43	Germany	Cologne, Germany

\*If Customer is domiciled in the United States of America and is either a: (a) public sector entity (owned or operated by US federal, state, or local agencies); or (b) public or private educational institution, then Customer contracts with Nuix USG Inc and all other fields in the table above remain unchanged.

#### 14.2 Disputes.

- (a) **Dispute Notice.** If there is any dispute, controversy, or claim (whether based on contract, tort Professional Services Agreement or other legal theory (including, but not limited to, any claim of fraud or misrepresentation) arising out of or relating to the ("**Dispute**"): (1) either party may provide notice to the other (such notice to contain the details of the dispute and suggested solution) ("**Dispute Notice**"); and (2) a party must not start any proceedings (except proceedings seeking interlocutory or injunctive relief) unless it has first complied with the process in this clause 14.2 (Disputes).
- (b) **Escalation.** The parties must first attempt to resolve the Dispute by referring it to a senior representative (being a person with authority to settle the Dispute for the party) for negotiation between the parties in good faith.
- (c) **Mediation.** If the parties are unable to resolve the Dispute in accordance with subclause (b) within 30 days of the Dispute Notice, either party may seek to resolve the Dispute through non-binding mediation conducted in the applicable location stated in clause 14.1 (Governing Law) and the other party must participate in the mediation in good faith. Each party must bear its own expenses in connection with the mediation and must equally share the fees and expenses of the mediator.

- (d) **Arbitration.** If the parties are unable to resolve the Dispute within 60 days of the Dispute Notice, either party may submit the Dispute to mandatory, final, and binding arbitration, which will be conducted in the applicable location stated in clause 15.1 (Governing Law) before the International Centre for Dispute Resolution, in accordance with the international arbitration rules in effect at the time of filing of the demand for arbitration.

## 15. Miscellaneous.

- 15.1 Notices.** All notices will be in writing, in English, and given when delivered to the address set out in the Order. Notices from Nuix to Customer may be in the form of an electronic notice to the Customer's authorised representative or administrator. Notices to Nuix must also include a required copy to: [legal@nuix.com](mailto:legal@nuix.com).
- 15.2 Authority.** Each party represents and warrants to the other party that it has full power and authority to execute the Professional Services Agreement and to grant the rights granted in the Professional Services Agreement and carry out its obligations.
- 15.3 Relationship.** Nothing contained in the Professional Services Agreement, will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will always be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever.
- 15.4 Third-Party Beneficiaries.** The Professional Services Agreement is solely for the benefit of Nuix and Customer and is not enforceable by any other person or entity.
- 15.5 Assignment.** Neither party may assign any of its rights under the Professional Services Agreement without the prior written consent of the other party (which must not be unreasonably withheld or delayed). However, either party may assign the Professional Services Agreement in its entirety by providing written notice to the other party in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all its assets provided that where Customer is the assignor, an assignment will only be effective where Customer is able to demonstrate to Nuix the following: (a) the assignee is an entity registered in the Territory or another territory approved by Nuix in writing (such approval not to be unreasonably withheld); (b) the assignee agrees in writing to be bound by all terms of the assigned Professional Services Agreement; and (c) all fees due in relation to the Professional Services Agreement at the time of assignment have been paid in full.
- 15.6 Cumulative Rights.** The rights arising out of the Professional Services Agreement do not exclude any other rights of either party. Each indemnity in the Professional Services Agreement is a continuing obligation that is separate and independent from the other obligations. Neither party is obliged to take any action, or incur any expense, before enforcing any indemnity.
- 15.7 Waiver.** Any waiver of a right under the Professional Services 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 the Professional Services Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.
- 15.8 Jurisdiction Specific Professional Services Terms.** The Jurisdiction Specific Professional Services Terms apply solely to the extent the Customer, subject matter of a transaction, or performance of an obligation under the Professional Services Agreement is subject to the applicable Laws of a jurisdiction identified in the Jurisdiction Specific Professional Services Terms. Except as modified by the Jurisdiction Specific Professional Services Terms, all provisions of the Professional Services Agreement remain in full force and effect.
- 15.9 Changes to the Terms.** Nuix may amend any of the Jurisdiction Specific Professional Services Terms, the Security Requirements, and the DPA from time to time (for example, to reflect changes to Laws in a jurisdiction, or to reflect modernised security measures) by giving Customer notice of the amendments (“**Amendment Notice**”). If any of those amendments materially and adversely affects the Customer’s use of the Professional Services, Customer may notify Nuix in writing within 30 days of the date of the Amendment Notice that it objects to the Amendment Notice and the parties must negotiate in good faith to reach an agreement on how to address any material and adverse impact to the Customer of the Amendment Notice. If the parties are unable to reach an agreement in accordance with this clause, either party may terminate the affected Professional Services without liability, and Customer will receive a pro rata refund of the applicable fees prepaid by Customer for use during the period after termination. Unless Customer gives timely notice objecting to an Amendment Notice in accordance with this clause, that Amendment Notice will take effect from the date specified in the Amendment Notice in respect of all active Orders between Nuix and Customer. The Professional Services Agreement (including the terms of any Order) may otherwise only be amended by written agreement between the parties.
- 15.10 Severability.** If any provision, or the application of any provision, of the Professional Services 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.
- 15.11 Order of Priority.** For the purposes of construction, where there is any conflict, inconsistency, or ambiguity the order of priority is as follows: (a) the Jurisdiction Specific Professional Services Terms; (b) the DPA; (c) the Security Requirements; then (d) this document.

**15.12 Entire Agreement.** The Professional Services Agreement: (a) sets out the entire agreement and understanding of the parties with respect to the Professional Services; and (b) supersedes all other agreements made between the parties as to the Professional Services. No confirmation, shipment or delivery docket, purchase order, invoice, or other document issued by or on behalf of the Customer (including the terms on any pre-printed or standard purchase order form) will form part of or vary the terms of the Professional Services Agreement. No act or omission of a party shall constitute a waiver of these requirements.

## 16. Definitions.

Capitalised terms in the Professional Services Agreement have the meaning set out below.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with either party, or is otherwise identified as an affiliate in an Order. For purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**Agreement Year** means a 12-month period starting on the day that the Professional Services Agreement commences or an anniversary of that date.

**Claim** means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future, or contingent, whether in contract, tort (including negligence) or other basis in law or equity.

**Confidential Information** means any information that is marked, designated or by its nature confidential, relating to the business or affairs of a party or its Affiliates, including any non-public terms of the Professional Services Agreement and, in the case of Nuix, all source code, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing.

**Customer** means the non-Nuix entity set out in the Order.

**Customer Data** means all electronic documents and information submitted to or generated by a Solution by or on behalf of Customer, and any documents and information provided to Nuix so that Nuix can perform the Professional Services.

**Documentation** means the then-current Nuix provided standard operating and technical documentation which is generally available to all customers and sets out information as to the features, functions, and operation of the Solutions and Professional Services.

**DPA** means the Data Processing Addendum available here: <https://www.nuix.com/legal>.

**Force Majeure Event** means circumstances beyond a party’s reasonable control (whether or not reasonably anticipated), including acts of God, flood, fire, earthquake or explosion, war, terrorism, cyber-attacks, invasion, riot or other civil unrest, a pandemic, embargoes or blockades in effect on or after the date of the Order, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

**Indirect Loss** means: (a) loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and (b) any Loss that does not arise naturally, according to the usual course of things, from a breach, act or omission relating to the Professional Services Agreement.

**IP Rights** means all intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trademarks, trade names, and service marks, in each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Order.

**Jurisdiction Specific Professional Services Terms** means the Nuix Jurisdiction Specific Terms for Professional Services available here: <https://www.nuix.com/legal>.

**Law** means any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time, whether federal, state, territory, or local government, and includes the common law and equity, any mandatory standards, legally binding directions of any regulatory having authority over the relevant matter and any award, order, determination or agreement of a court or tribunal.

**Loss** means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

**Nuix** means the Nuix entity set out in the Order.

**Order** means the order form between Nuix and Customer or other procurement document (purchase order, statement of work, etc.) as it relates to Professional Services and which references and incorporates these Nuix Professional Services Terms and that specifies the Professional Services Nuix will provide and any additional commercial terms that apply to the supply of those Professional Services.

**Personal Information** means: (a) all data that identifies an individual or which, in combination with any other information or data available, allows a person to identify an individual; and (b) any other data that constitutes “personal information” or “personal data” or an equivalent term under applicable Law.

**Process** means to collect, store, access, use, copy, adapt, modify, reformat, transform, disclose, or perform any other operations on.

**Professional Services** has the meaning given in clause 1.1.

Professional Services Agreement means the Order, these Nuix Professional Services Terms and any terms that are attached or incorporated by reference to those documents.

**SaaS Offering** means the software-as-a-service offerings hosted and made available by Nuix to Customer as set out in an Order.

**Sanctions Laws** means the economic and trade sanctions Laws in the US, Australia, and Territory, including as administered by the Office of Foreign Assets Control, US Department of the Treasury, the US Department of State, the Australian Department of Foreign Affairs and Trade.

**Sanctions List** means the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, US Department of the Treasury (OFAC), the Department of Foreign Affairs and Trade (DFAT) Consolidated List and any other similar list maintained by OFAC or DFAT pursuant to any authorising statute, executive order or regulation, and any other equivalent list maintained by the relevant authority in the Territory.

**Security Requirements** means those requirements set out in the Security Requirements available here: <https://www.nuix.com/legal>.

**Software** means the object code version of any software supplied by Nuix to Customer for use in an environment managed or controlled by Customer as set out in an Order.

**Solution** means a Software or SaaS Offering supplied by Nuix to Customer. Solutions mean all Software and SaaS Offerings provided by Nuix to a Customer.

**Solutions Agreement** means contract between Customer and Nuix for the supply by Nuix of the Solutions and Support.

**Subscription Period** means the timeframe specified in the Order and any renewal period in accordance with clause 7.1 (as applicable) during which Customer may access and use a Solution.

**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.

**Territory** means the geographic area from which Customer may access and use the Solutions, as set out in an Order.

**Usage Entitlement** means any limit on use entitlements of Customer, as set out in an Order, which may include the number of Authorised Users or the volume of data stored in, or processed using, the Solution.