



Nuix Solutions Terms

1. Solutions.

1.1 Software. This clause applies to Software only (i.e. not SaaS Offerings).

- (a) **Licence.** Subject to Customer's payment of applicable fees, during the relevant Subscription Period: (1) Nuix grants to Customer a non-exclusive, non-transferable, non-sublicensable licence to allow Authorised Users to use the Software and Documentation in accordance with the Solutions Agreement (including any Usage Entitlement) for the internal business purposes of the Customer in the Territory; (2) Customer may install one copy of the Software in Customer's production environment; and (3) Customer may make one additional copy of the Software solely for disaster recovery or archival purposes.
- (b) **Security Interests.** Customer must not grant, or purport to grant, any security interest to any third party relating to the Software or any copies that it has in its control or possession.
- (c) **Delivery and Licensing Keys.** Nuix will be taken to have delivered the Software to Customer, and Customer will be taken to have accepted the Software, at the time it makes the Software available for download from a web portal specified by Nuix and provides a licence key. The web portal for such download will be made available to Customer upon execution of the Order. As part of using a licence key for Software, Customer will need to maintain an active internet connection to verify access credentials from time to time and provide licensing and consumption data. A temporary Nuix licence key may be provided to Customer until the fees due for the Software have been paid in full. The duration of the temporary licence key will typically be the same length as the relevant payment term (rather than for a Subscription Period).
- (d) **Customer Software Responsibilities.** Customer is responsible (at its own expense) for: (1) obtaining, deploying, maintaining, and securing any environment in which Customer installs the Software, including the infrastructure, network, access controls, and data storage and for ensuring that the Software is deployed in an appropriately sized, isolated and secured environment; and (2) promptly applying any Updates provided by Nuix.
- (e) **Software Data Processing.** Customer is solely responsible for the collection, storage, and processing of any Customer Data (including Personal Information contained in that data) using the Software. Customer will be solely responsible for backing up and taking all appropriate measures to protect and secure Customer Data (other than security features of the Software) when using Software and Nuix will not be liable for any loss, damage, or corruption of Customer Data in any Software.

1.2 SaaS Offerings. This clause applies to SaaS Offerings only (i.e. not Software).

- (a) **Use of SaaS Offerings.** Subject to Customer's payment of applicable fees, Nuix grants to Customer a non-exclusive and non-transferable right to allow Authorised Users to access and use the SaaS Offerings and Documentation during the relevant Subscription Period in accordance with the Solutions Agreement (including any Usage Entitlement) for the internal business purposes of the Customer in the Territory. Nuix will make its SaaS Offerings available in accordance with the relevant Support Terms and availability commitments set out or referenced there.
- (b) **SaaS Offering Data Processing.** Nuix will act as Customer's "data processor" (or equivalent term under applicable Law) for any Personal Information processed by Nuix through a SaaS Offering. Nuix's obligations in respect of loss, corruption, or destruction of Customer Data in any SaaS Offering are limited to using commercially reasonable efforts to restore Customer Data from the most recent back up available as described in the Security Requirements. The Customer is otherwise responsible and liable for storage and back-up of Customer Data.

1.3 Authorised Users. Except where specified otherwise in the Solutions Agreement, Customer may only nominate employees or individual contractors of: (a) the Customer; (b) Affiliates of the Customer; or (c) a third party service provider of the Customer or an Affiliate of the Customer, as an Authorised User. Customer is responsible for ensuring that each of the Authorised Users comply with Customer's obligations under the Solutions Agreement and is liable for all acts and omissions of the Authorised Users with respect to use of, and access to, the Solutions. Customer must promptly notify Nuix of any unauthorised access or use of which it becomes aware.

1.4 Usage Entitlements. Customer must: (1) monitor its use of the Solutions and provide information reasonably requested by Nuix in relation to such use; and (2) ensure that its use does not exceed any Usage Entitlements, except where an overage mechanism has been provided for in the Order (in which case Customer acknowledges that the overage fees in the Order will apply in respect of any use of the Solutions in excess of the Usage Entitlements).

1.5 Restrictions. Except as otherwise permitted in the Solutions Agreement or granted by Law, Customer must not and must not permit or authorise any Authorised User or third party to:

- (a) provide any person that is not an Authorised User access to or the benefit of any part of any Solution, including by way of sublicensing, renting, reselling, outsourcing any computer service business, service bureau arrangement, subscription service, time sharing or other participation arrangement;

- (b) allow sharing of accounts or access credentials (except as permitted by Nuix), or do anything which would circumvent any usage limits (including any Usage Entitlement), or otherwise commercially exploit the Solutions for the purpose of reducing the fees and amounts payable to Nuix under the Solutions Agreement;
- (c) do anything which might undermine the confidentiality or security of any Solution, including which would allow a person to bypass any security and traffic management devices in relation to any Solution, or otherwise give access to any of Nuix's or its providers' systems, programs, or data that are not made available for public use;
- (d) interfere with or attempt to defeat, disable, or avoid any lawful copy protection or other security mechanism or features incorporated in or related to the Solution or compromise the integrity of any systems, including probing, scanning, or testing the vulnerability of the Solution;
- (e) post, promote or transmit through the Solution anything that contains, or may contain, a virus or other malicious code that may be contaminating or destructive to the Solution, would infringe the confidentiality or IP Rights of any person, or that is deceptive, discriminatory, unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information of content of any kind or nature;
- (f) reverse-engineer, decompile, or disassemble any part of any Solution, or copy, modify, adapt, or create derivative works of a Solution (including to incorporate material or components into the Solutions);
- (g) infringe Nuix's IP Rights in any Solution or Documentation, including use of any Solution or data generated or derived from the Solution to design, train, develop or optimise a competitive alternative to the Solution or to train, test, develop or optimise other software products or applications, or altering, obscuring, or removing any proprietary rights notice from any Solution;
- (h) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Solution; or
- (i) use the Solution, Documentation, or any derived information in violation of: (1) any applicable Law; or (2) restrictions that Nuix reasonably communicates to Customer from time to time, or in any way that would mean that the Solution would be considered a 'High-Risk AI System' as defined under the EU AI Act, noting that Nuix believes that its Solutions, when used as intended, will not be considered such systems.

1.6 Suspension. Nuix may suspend access to, or use of, a Solution if, and for so long as, Nuix determines that such action is necessary: (a) to comply with applicable Laws; (b) to preserve the integrity or security of the Solution; and (c) to protect its IP Rights where Nuix, acting in good faith, believes that Customer or an Authorised User has infringed, or is likely to infringe, Nuix's IP Rights. In respect of subclause (c), Nuix will provide Customer with an opportunity to remedy or prevent the infringement before suspending, where this does not compromise Nuix's rights. If: (d) Customer has failed to pay any invoiced amount that is not the subject of a valid dispute under clause 6.2 (Invoice Disputes and Late Payments) and has been outstanding for at least 30 days; and (e) Nuix gave Customer notice that payment was due and did not receive the overdue payment within 10 days of the date of Nuix's notice, Nuix may suspend access to, or use of, a Solution until payment is received in full.

1.7 Configuration. Nuix has designed the Solutions so that customers can configure the settings, including as to security. Customer will be solely responsible for setting and maintaining all configurations, except to the extent that Nuix has been engaged to provide professional services to assist with this procedure.

1.8 Customer Systems. Customer is responsible (at its own expense) for: (a) obtaining, deploying, and maintaining all computer hardware, software, network connectivity, internet access, and other communications equipment necessary for Customer and Authorised Users to use the Solutions; and (b) ensuring that Customer's network connectivity and internet access is reliable, secure, and sufficient to support the use of the Solutions and Nuix will not be responsible for any interruptions, delays, or failures in the Solutions arising from deficiencies or failures in Customer's network connectivity or internet access.

1.9 Customer Integrations. Nuix is not responsible for the operation, performance, or support of any Third Party Systems Customer chooses to integrate, connect, or interoperate with the Solutions whether this is done by, or on behalf of, the Customer (including through Nuix professional services) ("**Customer Integrations**"), including Customer Integrations that use or rely on a Nuix application programming interface to integrate, connect, or interoperate with a Solution. Customer uses all Customer Integrations at its own risk. Customer must: (a) ensure that any use of Third Party Systems forming part of Customer Integrations is properly licensed and Customer Integrations are used in accordance with applicable third party terms; (b) obtain all necessary rights, permissions, and consents for the actual and intended use of any Third Party Systems forming part of Customer Integrations (including, where Customer facilitates the integration, any rights required by Nuix to enable the integration); (c) ensure that the Customer Integration or use of any Customer Integration does not adversely affect the operation or security of the Solutions; and (d) comply with all additional terms related to the integration of Customer Integrations, including terms related to the use of Nuix's APIs.

1.10 Artificial Intelligence.

- (a) **Use within Solutions.** Customer acknowledges that Solutions may incorporate, or interoperate with, Nuix's proprietary AI Systems, or AI Systems that are provided via third party systems. Nuix will identify in the Documentation any features of the Solutions that materially rely on AI Systems.

- (b) **Compliance.** Customer must ensure that its use of Solutions containing AI Systems complies: (1) with all applicable Laws (including not using the Solutions for any use or purpose that is prohibited under any applicable Laws) and any direction or guidance by Nuix as to intended and / or prohibited uses in the Documentation; and (2) with all applicable requirements to develop and make available information relating to its use, training and oversight of the Solutions and any outputs generated using the Software. Where Nuix provides AI Systems as part of a Solution, Nuix must comply with all AI Laws in the Territory applicable to its role as provider of AI Systems. Nuix agrees that it will not use Customer Data to train any AI Systems.
- (c) **AI Outputs.** To the maximum extent permitted by applicable Law, Customer is solely responsible for reviewing, evaluating, and verifying all outputs generated by the Solutions prior to reliance or use. Customer acknowledges that: (1) all AI System outputs are probabilistic and may contain errors, omissions, or biases; (2) AI Systems are not a substitute for legal or other professional advice, human judgment, or human review by a qualified professional, and cannot replace, and is not a substitute for, Customer's own judgement or decision-making; and (3) no warranties (express or implied) are made as to the accuracy, completeness, or reliability of any AI System outputs.
- (d) **Bias and fairness.** Nuix implements and maintains governance processes designed to identify, assess, and mitigate material biases that may affect Nuix proprietary AI System outputs. If Customer reasonably believes that Nuix proprietary AI outputs reflect material, systemic bias, Customer must notify Nuix in writing (including providing supporting evidence). Customer must not knowingly introduce data into any Solution that is inaccurate, misleading, or unrepresentative, and that could distort model performance or exacerbate bias.

2. Support.

Nuix will provide the support and maintenance services in relation to the Solutions as set out in the relevant Support Terms ("Support").

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 Solutions 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. 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 Solutions 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 Solutions 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 Support 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 Support, 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 Support 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 Support, 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 Support).

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 Support; 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 Support, 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 Support.

4.4 Feedback. Customer and its Authorised Users may provide suggestions, enhancement requests, recommendations, corrections, or other feedback to Nuix about the Solutions and Support (“**Feedback**”). Nuix may use such Feedback on a perpetual basis for any purpose, including to improve or develop its Solutions and Support, 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; and (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 Solutions 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 Solutions 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 Solutions 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 Solutions Agreement are exclusive of all Taxes. If any Taxes are payable in relation to the Solutions 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 Subscription Periods.

(a) **Initial Length and Renewals.** The initial Subscription Period during which Customer may access or have a right to use a Solution will be as specified in an Order. Except where otherwise specified in an Order, the Subscription Period of each Solution will automatically renew, and the Subscription Period will be extended, for additional periods of 12 months at the end of the then-current Subscription Period, unless either party gives the other written notice of non-renewal at least 30 days before the end of the then current Subscription Period.

(b) **End of Subscription Period.** Customer will have 10 days from the end of the Subscription Period in which to download the Customer Data from the relevant Solution (“**Data Download Period**”), after which time (subject to the parties reaching an alternative arrangement, for which additional costs will apply): (1) Customer will no longer be able to access the Customer Data in that Solution; and (2) if the Solution is a SaaS Offering, Nuix will delete the Customer Data in that Solution (other than residual copies of data from backup or disaster recovery systems). Customer Data in a SaaS Offering will be unrecoverable, including from any back-ups, 90 days after the end of the Solution Subscription Period. Customer must, at the end of the Data Download Period, permanently uninstall and delete all copies of any terminated or expired Software (including any disaster recovery or archival copies made under clause 1.1(a)) from all systems, devices and media under Customer’s control.

7.2 Solutions Agreement Term. The term of the Solutions Agreement commences on the earlier of: (a) the ‘order date’ specified in the Order; and (b) the earliest Subscription Period start date of any Solution included in the Order and continues until the expiration or termination of the Subscription Period for the last remaining Solution under the Order.

7.3 Solutions Agreement Termination. A party may terminate the Solutions Agreement with immediate effect by giving notice to the other party if: (a) the other party commits a material breach of the Solutions Agreement which is capable of being remedied and does not remedy that breach within 30 days after receiving notice of the breach; (b) the other party commits a material breach of the Solutions Agreement which is not capable of being remedied; or (c) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed within thirty (30) days after filing.

7.4 Effect of Solutions Agreement Ending. Upon the expiration or termination of the Solutions Agreement:

- (a) each party must pay to the other all amounts owed by it in connection with the Solutions Agreement;
- (b) where such termination is by Customer and due to Nuix’s material breach under clause 7.3 (Solutions Agreement Termination), Nuix will provide a pro rata refund to Customer of the applicable fees pre-paid by Customer for use during the period after termination;
- (c) subject to clause 7.1(a) (End of Subscription Period), all Subscription Periods under the Solutions Agreement will end and Customer will have no rights to use the Solutions or any Documentation and must promptly cease using them; 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 (other than Customer Data, which is dealt with under clause 7.1(a) (End of Subscription Period) above), except to the extent 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 Solutions Agreement).

7.5 Survival. Clauses 1.5 (Restrictions), 1.9 (Customer Integrations); 3 (Data Privacy and Security), 4 (Intellectual Property), 5 (Confidentiality), 6 (Invoicing and Payment), 7.1(a) (End of Subscription Period), 7.4 (Effect of Solutions Agreement Ending), 8 (Compliance), 10 (Third Party Claims), 11 (Limitation of Liability), 13 (Insurance), 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 Solutions 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 Solutions 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 Solutions 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 Solutions Agreement, and Nuix will have the right to immediately terminate the Solutions Agreement upon written notice to Customer.

9. Warranties.

9.1 Software Warranty. Nuix warrants to Customer that, for a period of 90 days from the date Nuix first provides the Nuix licence key to Customer, the Software will be free from Defects. If Customer notifies Nuix in writing of a breach of that warranty during the warranty period and provides sufficient information for Nuix to reproduce the Defect, Nuix will, at its option and cost, use commercially reasonable efforts to: (a) correct the Defect; or (b) provide a workaround. If neither of (a) or (b) is commercially feasible, Nuix will accept return or disablement of the affected Software and provide Customer a pro rata refund of the applicable fees pre-paid by Customer for use during the period after the return or disablement.

9.2 SaaS Offering Warranty. Nuix warrants that, during the Subscription Period for a SaaS Offering, that SaaS Offering will be free from Defects. If Customer notifies Nuix in writing of a breach of that warranty during a Subscription Period, Nuix will remedy the Defect through Nuix's provision of the Support.

9.3 Warranty Disclaimer. Except as expressly provided in the Solutions 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 these Solutions Terms are the sole and exclusive warranties provided to Customer. Customer agrees that it is not relying on the delivery of any future features or product roadmaps in obtaining any Solutions.

9.4 Warranty Exclusions. The warranties provided under the Solutions Agreement will not apply: (a) if the Solution is not used in accordance with the Solutions Agreement or the Documentation; or (b) if the Defect is caused by a Customer Integration or an unauthorised modification to the Solution.

9.5 Statutory Warranties. If any requirement, condition, warranty, or guarantee cannot be excluded at Law and the warranties provided under the Solutions 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 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 Nuix Indemnity.

(a) **Scope.** Nuix must, at Nuix's expense, defend Customer against any third party Claim (and pay any Losses finally awarded against Customer in any proceedings related to that Claim or any monetary settlement Nuix enters into with respect to that Claim) alleging that Customer's use of a Solution directly infringes any IP Rights of that third party.

(b) **Indemnity Exclusions.** Nuix's obligations in subclause (a) will not apply if: (1) in the case of Software, Customer failed to promptly install a Software Update that would have avoided the Claim or is operating a version that is not a "Supported Version" (as described in the relevant Support Terms); (2) the Claim relates to the use of the Solution in combination with data, software, or equipment not provided or approved by Nuix (provided that the Claim would not have occurred but for the combination); or (3) the Claim arose because of unauthorised use or modification of the Solution.

(c) **Other Remedies.** If a Claim is made under this clause, or in Nuix's reasonable opinion, is likely to occur, Nuix may at its sole option and expense: (1) procure the right for Customer to continue using the Solution; or (2) replace or modify the Solution to be non-infringing without material decrease in functionality or performance. If neither of the options in subclause (1) or (2) is considered by Nuix to be commercially reasonable, Nuix may terminate any affected Solution or Solutions Agreement and provide a pro rata refund to Customer of the applicable fees pre-paid by Customer for use during the period after the termination.

(d) **Exclusive Remedy.** The rights and remedies set out in this clause are Customer's exclusive remedy in relation to any Claim alleging that Nuix has infringed the IP Rights of a third party, to the extent permitted by Law.

10.2 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 Solutions Agreement infringes or misappropriates a third party's rights.

10.3 Indemnity Process. If a third party Claim is made for which a party is obliged to indemnify under clauses 10.1 (Nuix Indemnity) or 10.2 (Customer Indemnity) then:

- (a) the party against whom the Claim is made (“**Protected Party**”) must provide the party that is required to defend that Claim (“**Defending Party**”) prompt written notice of the Claim (within no later than 10 days of becoming aware of the Claim);
- (b) the Defending Party 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) the Defending Party must not take any actions in relation to the Third-Party Claim which the Protected Party may reasonably consider contrary to its interests; and (2) the Defending Party may not settle any Third-Party Claim against the Protected Party unless the Protected Party consents to such settlement (acting reasonably);
- (c) the Protected Party must provide, at the Defending Party’s expense, all assistance reasonably requested by the Defending Party in defending the Claim (such as providing documents and information and its personnel available for preparation for and attendance at any hearings);
- (d) the Protected Party 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) Customer’s breach of clause 1 (Solutions); (d) any Loss or Claim that cannot be excluded by Law, to the extent of such prohibition; or (e) Customer’s obligation to pay the fees and other amounts set out in the Solutions Agreement.

11.2 Indirect Losses. Each party excludes all Indirect Losses arising out of or in connection with the Solutions 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 Solutions Agreement in an Agreement Year must not exceed the total fees paid or payable under the Solutions 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 Nux 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.
- (d) **Interpretation.** In this clause 11.3 (Monetary Caps), ‘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 Solutions Agreement for the remainder of the Agreement Year. A Claim or Loss will arise in an Agreement Year if: (1) where the Claim or Loss relates to a single event, the date on which the event occurred was in that Agreement Year; and (2) 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.

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 Solutions 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 Solutions Agreement.

13. Insurance.

Nux will maintain professional liability and commercial general liability insurances on commercially reasonable terms and in commercially reasonable amounts, covering Nux’s provision of the Solutions.

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 Solutions 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 Solutions 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	<i>Registered Office:</i> The Black Church St. Mary's Place Dublin 7, D07 P4AX <i>Notices Address:</i> 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	<i>Registered Office:</i> C/O Cogency Global (UK) Limited 6 Lloyd's Avenue Suite 4CL London, EC3N 3AX <i>Notice Address:</i> 5th Floor, 20 Midtown 20 Procter Street London, WC1V 6NX	England and Wales	London, England
Germany	Nuix Ireland Limited	<i>Registered Office:</i> The Black Church St. Mary's Place Dublin 7, D07 P4AX <i>Notices Address:</i> 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 or other legal theory (including, but not limited to, any claim of fraud or misrepresentation) arising out of or relating to the Solutions Agreement (“**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 14.1 (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.
- 15.2 Authority.** Each party represents and warrants to the other party that it has full power and authority to execute the Solutions Agreement and to grant the rights granted in the Solutions Agreement and carry out its obligations.
- 15.3 Relationship.** Nothing contained in the Solutions 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 Solutions 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 Solutions Agreement without the prior written consent of the other party (which must not be unreasonably withheld or delayed). However, either party may assign the Solutions 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 Solutions Agreement; and (c) all fees due in relation to the Solutions Agreement at the time of assignment have been paid in full.
- 15.6 Cumulative Rights.** The rights arising out of the Solutions Agreement do not exclude any other rights of either party. Each indemnity in the Solutions 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 Solutions 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 Solutions Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.
- 15.8 Jurisdiction Specific Solutions Terms.** The Jurisdiction Specific Solutions Terms apply solely to the extent the Customer, subject matter of a transaction, or performance of an obligation under the Solutions Agreement is subject to the applicable Laws of a jurisdiction identified in the Jurisdiction Specific Solutions Terms. Except as modified by the Jurisdiction Specific Solutions Terms, all provisions of the Solutions Agreement remain in full force and effect.
- 15.9 Changes to the Terms.** Nuix may amend any of the Jurisdiction Specific Solutions Terms, the Security Requirements, the DPA, and the Support Terms 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 a Solution, 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 subclause 15.9 (Changes to the Terms), either party may terminate the affected Solutions 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 15.9 (Changes to the Terms), 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 Solutions Terms (including the terms of any Order may otherwise only be amended by written agreement between the parties.
- 15.10 Discontinuance.** Nuix may, without liability, discontinue offering a Solution (or part of a Solution) at the end of a Subscription Period provided that Nuix has given Customer at least 60 days' written notice of the discontinuance and any change to the Fees payable under any Order because of the discontinuance.
- 15.11 Severability.** If any provision, or the application of any provision, of the Solutions 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.
- 15.12 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 Solutions Terms; (b) the DPA; (c) the Security Requirements; (d) the relevant Support Terms; then (e) this document.
- 15.13 Entire Agreement.** The Solutions Agreement: (a) sets out the entire agreement and understanding of the parties with respect to the Solutions and Support; and (b) supersedes all other agreements made between the parties as to Solutions or Support. 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 Solutions Agreement. No act or omission of a party shall constitute a waiver of these requirements.

16. Definitions. Capitalised terms have the meaning set out below.

Add-on Feature means any modules, solutions, add-ons, features, upgrades, or enhanced functionality that Nuix makes available under a separate SKU or that are not provided to all customers of the Solution as part of the standard solution without additional fees.

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 Solutions Agreement term commences or an anniversary of that date.

AI Laws means any applicable Laws in any jurisdiction relating to the development, deployment, or use of AI Systems.

AI System means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. AI Systems include generative artificial intelligence modules capable of producing synthetic content (including text, code, images, or audio) in response to user prompts.

Authorised User means a person authorised by Customer to access and use a Solution.

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 Solutions 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 an Order.

Customer Data means all electronic documents and information submitted to or generated by a Solution by or on behalf of Customer.

Defect means a reproducible failure of a Solution (other than Software that has been modified without Nuix’s prior written consent) to materially conform to the specifications (including as to features) in the applicable Documentation when used in accordance with the terms of the Order.

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

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

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 Solutions 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 Solutions Terms means the Nuix Jurisdiction Specific Terms for Solutions available at: <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 an Order.

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

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.

SaaS Offering means the software-as-a-service offerings hosted and made available by Nuix to Customer as set out in an Order and includes any Updates of that software-as-a-service provided by Nuix to Customer and (where applicable) Add-on Features.

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 at: <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 and includes any Updates of that software provided by Nuix to Customer and (where applicable) Add-on Features.

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 the Order, these Nuix Solutions Terms and any relevant terms that are attached or incorporated by reference to those documents.

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.

Support has the meaning specified in clause 2 (Support).

Support Terms means the support terms which are available at: <https://www.nuix.com/legal>.

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.

Third Party System means any content, data, products, software, functionality, or services owned or controlled by a third party, which are delivered through, are incorporated into or integrates with a Solution.

Update means any major updates or minor updates (which include patches and other error corrections or minor enhancements) to a Solution issued by Nuix from time to time via Support but does not include Add-on Features.

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.