



NUIX DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) applies to the extent that Nuix Processes Personal Data on behalf of Customer in the course of providing Services.

This DPA does not apply to the extent that Nuix is the Controller of personal data.

For good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement and the terms below shall have the following meanings:

1.1 “Agreement” means

If Customer is party to a Master Services Agreement for Nuix SaaS, Master Software License and Services Agreement, maintenance and support agreement, professional services agreement, EULA, or other agreement with Nuix or its Affiliate, then such agreement is hereinafter designated the “Agreement”, this DPA serves as a modification of the Agreement, the Nuix entity that is party to such Agreement is party to this DPA and designated “Nuix”), and the licensee or non-Nuix party to the Agreement (hereinafter the “Customer”) is the Customer under this Agreement.

If Customer has executed an Order Form with Nuix or its Affiliate pursuant to the Agreement, but is not itself a party to an agreement with Nuix or its Affiliate, then such Order Form is hereinafter designated the “Agreement”, this DPA is an addendum to that Order Form, and any subsequent renewal Order Forms, the Nuix entity that is party to such Order Form is party to this DPA and designated “Nuix”), and the licensee or non-Nuix party to the Agreement (hereinafter designated the “Customer”) is the Customer under this Agreement.

If Customer is not a party to an agreement directly with Nuix, but is instead a licensee indirectly via an authorized reseller or distributor of Nuix products, then this DPA shall constitute a free-standing independent agreement between the non-Nuix party executing this DPA (hereinafter designated the “Customer”) and the Nuix entity identified below (“Nuix”).

1.2 “Australian Privacy Law” means any legislation (to the extent Nuix or the Services are subject to it), in force in Australia, which affects privacy or any personal information (including the collection, storage, use or processing of such information), including the *Privacy Act 1988* (Cth), together with any codes of conduct, recommendations, directives or orders made or issued under any such legislation; in each case as may be amended or replaced from time to time.

1.3 “Data Protection Law” means all data protection and privacy laws applicable to the Processing of Personal Data, including, where applicable, Australian Privacy Law and EU Data Protection Law.

1.4 “EU Data Protection Law” means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (“General Data Protection Regulation” or “GDPR”) and associated national law, and (ii) the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Addendum etc.) (EU Exit) Regulations 2019, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Addendum etc.) (EU Exit) Regulations 2019 (“UK GDPR”); in each case as may be amended or replaced from time to time.



- 1.5 “**EU Model Clauses**” means the standard contractual clauses for Processors as approved by the European Commission pursuant to Decision C (2010)593, as they may be amended or replaced from time to time by the European Commission, or by any other data protection authority with jurisdiction.
- 1.6 “**Personal Data**” means personal data that is Processed by Nuix on behalf of Customer in connection with the provision of the Services.
- 1.7 “**Services**” means Nuix’s SaaS service, along with any installation, implementation, warranty or customer support services provided by Nuix to Customer pursuant to the Agreement.
- 1.8 “**Sub-processor**” means any Processor engaged by Nuix or by any member of its group of companies that processes Personal Data in accordance with this DPA. Sub-processors may include third parties or any member of Nuix’s group of companies.
- 1.9 The terms, “Controller”, “Data Subject”, “personal data”, “Personal Data Breach”, “Process/Processing” or “process/processing” (or their equivalents) shall have the same meaning as in the Data Protection Law, and their cognate terms shall be construed accordingly.

2. Processing

- 2.1 Role of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Nuix is the Processor and may engage Sub-processors as set forth below.
- 2.2 Customer Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, and for the lawfulness of any Processing of such Personal Data. With regard to Special Category Data, Customer shall Process such data only to the extent “necessary for the establishment, exercise or defence of legal claims” or as otherwise permitted under EU Data Protection Law.

Customer’s operation of the Nuix SaaS service shall constitute “instructions” from Customer for the purposes of this DPA.
- 2.3 Nuix Processing of Personal Data. Nuix will treat Personal Data as confidential information, will comply with its Processor obligations under Data Protection Law, and will Process Personal Data solely in accordance with Customer’s instructions. Nuix will inform Customer if, in Nuix’s opinion, an instruction infringes Data Protection Law; provided however, that Nuix shall not have an obligation to verify the compliance of any instruction received from Customer. Processing any Personal Data outside the scope of the Agreement will require prior written agreement between Nuix and Customer by way of written amendment to the Agreement, and may include additional fees payable by Customer to Nuix for carrying out such instructions. Upon notice in writing, Customer may terminate the Agreement if Nuix declines to follow Customer’s reasonable instructions that are outside the scope of, or changed from, those given or agreed to in the Agreement, to the extent such instructions are necessary to enable Customer to comply with Data Protection Laws.
- 2.4 Processing Limitations. Without limiting the generality of Section 2.3, Nuix shall not retain, use, or disclose Personal Data (a) for any purpose (including, but not limited to, any commercial purpose) other than to perform the Services for Licensee or (b) outside of the direct business relationship between Licensee and Nuix. Nuix shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Data to any third party for monetary or other valuable consideration.
- 2.5 Processing of Personal Data Details.

2.5.1 Subject Matter. The subject matter of the Processing under the Agreement is the Personal Data.



2.5.2 Duration. The duration of the Processing under the Agreement is determined by Customer and as set forth in the Agreement.

2.5.3 Purpose. The purpose of the Processing under the Agreement is determined by Customer.

2.5.4 Nature of the Processing. Nuix and/or its Sub-processors are providing Services or fulfilling contractual obligations to Customer as described in the Agreement. These Services may include the Processing of Personal Data by Nuix and/or its Sub-processors on systems that may contain Personal Data.

2.5.5 Categories of Data Subjects. The Data Subjects whose Personal Data is Processed may include Customer's end users, employees, customers, contractors, suppliers and other third parties.

2.5.6 Categories of Personal Data. Customer determines in its sole discretion the categories of Personal Data Processed by Nuix.

2.5.7 Data Exporter. Customer.

2.5.8 Data Importer. Nuix.

2.5.9 Processing Operations. Data analysis, data storage, and customer support services; incidental Personal Data Processing in connection with implementation of Nuix software.

3. Sub-processing

3.1 Use of Sub-processors. Nuix may engage Sub-processors from time to time to provide services on its behalf. Such Sub-processors may include subsidiaries or affiliates of Nuix. Customer hereby consents to engagement of Sub-processors by Nuix to Process Personal Data under the Agreement subject to the terms set out herein.

3.2 Obligations. Nuix will enter into an agreement with each Sub-processor that imposes obligations to protect Personal Data at least as stringent as those imposed on Nuix hereunder (to the extent applicable to the services provided by the Sub-processor). If any Sub-processor fails to satisfy its data protection obligations, Nuix shall remain fully liable to Customer for the performance of the Sub-processor's obligations

3.3 Current Sub-processors. The identity of Nuix's Sub-processors, along with all details of the infrastructure supporting the Nuix SaaS business, are highly confidential proprietary information of Nuix and will be disclosed to Customer only under adequate obligations of confidentiality. On request, Customer shall be provided either a secure link or other confidential communication setting forth the identity of Nuix's current Sub-processors for the Nuix SaaS business. *By executing this DPA, Customer confirms its acceptance of such Sub-processors.*

3.4 New Sub-processors. Nuix shall provide Customer with written notice of the appointment of any new Sub-processor, which notice may be given by a message or alert notified to Customer. Such appointment shall be subject to Customer's approval, which shall not be unreasonably withheld or delayed. Customer shall be deemed to have given such approval unless, within 10 days of receiving notice from Nuix of an addition to its Sub-processors, Customer provides notice of its objection to the new Sub-processor(s). In case of such objection, the Parties shall work together to find a reasonable solution to Customer's concerns for a period of up to 90 days. If, at the end of such 90-day period, a reasonable solution has not been agreed, either party may terminate this DPA, along with the Agreement, upon serving 30-days' written notice to the other party.

4. Security Measures

4.1 Security Measures by Customer. Customer shall have sole responsibility for the purposes for which and the manner in which Personal Data is Processed, and how long such Personal Data shall be retained.

4.2 Security Measures by Nuix. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for



the rights and freedoms of natural persons, Nuix has implemented in relation to Personal Data appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR, as more fully described in **Annex 1 hereto** (“Security Measures”). The Security Measures are subject to technical progress and development. Nuix may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

- 4.3 **Nuix Personnel.** Nuix shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Nuix or its relevant Affiliate who may have access to, or need to know, Personal Data, ensuring in each case that access is limited to that strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to Nuix, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Personal Data Breach Response

- 5.1 **Notification.** Upon becoming aware of a Personal Data Breach that affects Personal Data, Nuix will notify Customer without undue delay and will provide information relating to such Breach as reasonably requested by Customer. Nuix will use reasonable endeavors to assist Customer in mitigating, where possible, the adverse effects of any Personal Data Breach that affects Personal Data, at Customer's expense. Within the timeframes required for Customer to meet its notification obligations under applicable Data Protection Laws, Customer agrees to coordinate with Nuix in good faith on the content of Customer's intended public statements or required notices for the affected Data Subjects and/or notices to the relevant data protection authorities regarding such Breach.

- 5.2 **Contact Information and DPO.** Customer shall provide Nuix with contact information for a single point-of-contact for use in the case of notification of a Personal Data Breach that affects Personal Data, and shall maintain the currency of such information. Customer shall also inform Nuix if it has a Data Protection Officer, and shall provide contact information for such person, and shall maintain the currency of such information.

Customer's current single point-of-contact

Name:

Email:

Mobile telephone:

Customer's DPO (if appointed)

Name:

Email:

Mobile telephone:

6. Audit Reports

- 6.1 Nuix audits its compliance against data protection and information security standards on a regular basis. Such audits are conducted by Nuix's internal audit team or by third party auditors engaged by Nuix. The specific audits, and the data protection and information security certifications Nuix has achieved, will necessarily vary depending upon the nature of the Services in question. Upon Customer's written request, and subject to obligations of confidentiality, Nuix will make available to Customer a summary of its most recent relevant audit report, and/or other documentation reasonably required by Customer which Nuix makes generally available to its customers, so that Customer can verify Nuix's compliance with the Data Protection Laws. To the extent such audit reports are deemed by Customer to not be reasonably sufficient to address any concern regarding Nuix's compliance with the Data Protection Laws, Nuix shall provide any additional information necessary to demonstrate such compliance, and allow for and contribute to audits, including inspections, conducted by Customer as Controller, or another auditor appointed by Customer at Customer's expense, provided, however, that except where required by a data protection authority or in the event of a Personal Data Breach that affects Personal Data, such audit or inspection (i) will be preceded by at least 14



(fourteen) days' written notice from Customer to Nuix, (ii) will not be conducted more than once in any 12 (twelve)-month period, (iii) will not result in any breach of confidentiality owed by Nuix to any third party or under applicable law.

7. Data Transfers and Exports

7.1 Data Transfers. Nuix may transfer and Process Personal Data to and in other locations around the world where Nuix or its Sub-processors maintain data processing operations as necessary to provide the Services. The terms of this DPA shall be read in conjunction with the EU Model Clauses and other applicable transfer mechanisms pursuant to this Section 7.

7.2 Data Transfers from the EEA and Switzerland. Customer, as data exporter, and Nuix and its relevant Affiliates, each as a data importer, hereby execute, *mutatis mutandis* as the case may be, the EU Model Clauses, which are expressly incorporated herein by reference and shall apply to the Personal Data and take effect as from the commencement of a transfer of Personal Data by Customer to Nuix or its Affiliates, to the extent such transfer would be prohibited by Data Protection Law in the absence of the EU Model Clauses. Appendix 1 to the EU Model Clauses incorporated herein is deemed completed by the information set out in Section 2.5 above. Appendix 2 to the EU Model Clauses incorporated herein is deemed completed by **Annex 1**, and the Customer recognizes the adequacy of the security measures described therein. Nuix will provide a copy of inter-company agreements including EU Model Clauses to Customer upon Customer's written request, subject to redaction as may be appropriate. If Nuix adopts Binding Corporate Rules or another alternative data export solution (as recognized under EU Data Protection Law), then the EU Model Clauses will cease to apply with effect from the date that Nuix implements such new data export solution.

8. Deletion of Personal Data

8.1 Following expiration or termination of the Agreement, and at any time during the term of the Agreement upon written request, Nuix will delete or return to Customer any Personal Data in Nuix's possession, except to the extent Nuix is required by applicable law to retain some or all of the Personal Data (in which case Nuix will archive the data and implement reasonable measures to prevent the Personal Data from any further Processing).

9. Cooperation

9.1 Data Protection Requests. If Nuix receives any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data, including requests from individuals seeking to exercise their rights under the Data Protection Law, Nuix will promptly redirect the request to the Customer. Nuix will not respond to such communication directly without Customer's prior written authorization, unless legally compelled to do so. If Nuix is required to respond to such a request, Nuix will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.

9.2 Customer Requests. Nuix will reasonably cooperate with Customer, at Customer's expense, to permit Customer to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data to the extent that Customer is unable to access the relevant Personal Data in their use of the Services.

9.3 DPIAs and Prior Consultations. To the extent required by Data Protection Law, Nuix will, upon reasonable notice and at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and/or prior consultations with data protection authorities.

10. Australian Privacy Law

10.1 Nuix acknowledges that it is bound by the Australian Privacy Law.



11. Liability, Indemnification and Relationship with the Agreement

- 11.1 Each of Nuix and Customer shall bear full responsibility for any fines or penalties imposed on it by a data protection authority regarding the activities governed by this DPA, and shall have no right to seek contribution to, or indemnification from, the other party with respect to any such fines or penalties.
- 11.2 Each of Nuix and Customer shall have the right to seek damages from the other party with regard to any material breach by the other party of its obligations under this DPA provided that:
 - such damages have been finally determined in an arbitration award, or in the final judgment of a court of competent jurisdiction;
 - no indemnification obligation for such damages shall apply;
 - neither party shall have any liability with respect to incidental, indirect or consequential damages, including any and all third-party claims; and
 - the aggregated liability of either Nuix or Customer for such damages shall be limited to the amount of payments made by Customer to Nuix during the rolling 12 (twelve)-month period preceding the incident giving rise to the claim.
- 11.3 This DPA acts as an amendment to the Agreement, and any provisions of the Agreement that conflict with or are inconsistent with Agreement shall not apply to the activities governed by this DPA. With regard to activities under the Agreement that are not governed by this DPA, the Agreement shall remain in full force and effect.

12. Certification

- 12.1 By executing this DPA, Nuix certifies that it understands the restrictions on its Processing of Personal Data set forth herein, including but limited to the restrictions set forth in Section 2.4 above, and agrees that it will comply with them.

IN WITNESS WHEREOF, Nuix and Customer have caused this Agreement to be executed by their duly authorized representatives identified below.

NUIX

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ANNEX 1

Security Measures

This Annex 1 (“**Annex**”) sets forth the technical and organizational security measures (“**Security Measures**”) Nuix shall maintain pursuant to Section 4 of the DPA.

1. **General.** Nuix shall establish and maintain physical, technical, and administrative safeguards, as necessary, designed to prevent the unauthorized destruction, loss, theft, access, use, disclosure, or alteration of Licensee Data in Nuix’s possession or control, hosted in the Nuix Discover SaaS Platform. Such procedures and safeguards shall comply with applicable laws and shall be no less rigorous than those maintained by Nuix for its own information of a similar nature or for others of Nuix’s licensees with respect to information of a similar nature. Nuix shall regularly, but in no event less than annually, evaluate the effectiveness of its information security program and shall adjust and update such program as warranted by the results of such evaluation.

2. **Policies and Procedures.** Nuix shall maintain written information security policies and procedures that Nuix reviews annually to address emerging threats. Such policies may include policies relating to acceptable use of assets, passwords, secure development and engineering, information asset handling, media disposal, event and system logging, change control, security incident response, business continuity and disaster recovery. Nuix’s policies and procedures shall provide for discipline for Nuix employees who do not comply with Nuix’s information security policies.

3. **Security Certifications.** Nuix shall comply with and annually obtain a third party audit report assessing its compliance with the then-current version of ISO/IEC 27001– Information Security Management, for the cloud-based infrastructure supporting the Nuix Discover SaaS Platform covering: (i) the Nuix Discover Native Client Applications; (ii) the Nuix Discover Web Applications and Services; (iii) Nuix Discover Application Programming Interfaces; (iv) Software Development Lifecycle; and (iv) Source Code.

4. **Access Controls.** Nuix shall implement and maintain access controls, including secure authentication and password requirements, and remote access policies, applicable to media, applications, operating systems and equipment processing Licensee Data. Nuix shall restrict access to records and files containing Licensee Data to those employees who need to know such information to perform their job duties.

5. **Nuix Discover SaaS System Security.** Nuix shall implement reasonable measures to secure its systems, computers and technologies included in the Nuix Discover SaaS Platform, including software and security patches and updates, firewalls, up-to-date anti-virus software, intrusion detection and prevention mechanisms and technologies, and monitoring and logging capabilities on systems processing Licensee Data. In addition, Nuix shall conduct logging and monitoring of access to Licensee Data outside of normal system activity. Nuix shall conduct annual risk assessments to assess the effectiveness of its technical controls and security policies and procedures for the Nuix Discover SaaS Platform.

6. **Segmentation.** Nuix shall logically separate Licensee Data from Nuix’s other licensees’ data in the Nuix Discover SaaS Platform. Client databases and client file shares are logically separated and dedicated for each client organization within the Nuix Discover SaaS Platform.

7. **Encryption.** Nuix shall encrypt Licensee Data: (i) at rest, within the Discover boundary, and (ii) in transit, to and from the Discover boundary, using reasonable encryption technologies (to AES-256), where applicable.

8. **Data Destruction, Back-up and Disaster Recovery Procedures.** Nuix shall maintain industry-standard procedures for the recovery of destroyed, lost or damaged Licensee Data with respect to Licensee Data in Nuix’s possession or control. Nuix shall also maintain policies on secure disposal of data and media.

9. **Employee Matters.** Nuix shall provide Nuix employees who have access to Licensee Data with information



security training designed to ensure such employees' compliance with Nuix's obligations related to Licensee Data under the Agreement and applicable law. In addition, Nuix shall require that employees with access to Licensee Data enter into confidentiality agreements protecting the confidentiality of such data. Nuix shall conduct such background checks on Nuix employees as Nuix deems appropriate for the employee's role, where permitted by applicable law.

10. Service Provider Controls. Nuix shall require that services providers processing Licensee Data on Nuix's behalf maintain reasonable safeguards to protect Licensee Data in such service provider's possession or control.

11. Physical Security. Nuix shall maintain reasonable physical security at Nuix facilities ("**Nuix Facilities**"). Physical security controls at Nuix Facilities shall include the following, at a minimum:

(a) All entrances and exits to Nuix Facilities shall be equipped with alarms designed to detect and alert security personnel to unauthorized access.

(b) Access to Nuix Facilities shall be by key-card or equivalent method that authenticates individuals and logs all entries.

(c) Visitors to Nuix Facilities shall be clearly identified and their access limited only to areas necessary in order to fulfill their functions.

(d) Nuix shall maintain access logs of Nuix employees and visitors who have gained access to the Nuix Facilities.

12. Physical Security of Data Centers. Nuix relies on AWS and Zadara to supply the physical infrastructure and physical security at facilities processing Licensee Data in Nuix Discover SaaS ("**Data Centers**"). Information concerning AWS's physical security controls may be found at <https://aws.amazon.com/compliance/data-center/controls/>. Information concerning Zadara's physical security controls can be found at: <https://support.zadarastorage.com/hc/en-us/articles/213025226-Zadara-Storage-Security-Brief>.