

NUIX SOFTWARE AS A SERVICE TERMS OF USE

THESE TERMS OF USE FOR NUIX SOFTWARE AS A SERVICE TERMS OF USE (“**TERMS OF USE**” or “**TOU**”) GOVERN CUSTOMER’S USE OF THE NUIX EDISCOVERY SOFTWARE AS A SERVICE (“**SERVICES**”) AND ARE DEEMED INCORPORATED BY REFERENCE INTO ANY AGREEMENT BETWEEN CUSTOMER AND THE RESELLER WITH WHOM CUSTOMER HAS CONTRACTED FOR USE OF THESE SERVICES. BY CLICKING THE “I ACCEPT” BUTTON, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND ACCEPTS THESE TOU. IF YOU ARE AGREEING TO THESE TOU AS AN INDIVIDUAL, “CUSTOMER” REFERS TO YOU, INDIVIDUALLY. IF YOU ARE AGREEING TO THESE TOU AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT AGREE WITH ALL THE TERMS OF USE SET FORTH HEREIN, DO NOT USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, IF YOU HAVE A SIGNED AGREEMENT DIRECTLY WITH NUIX FOR THE USE OF THE SERVICES, THE TERMS OF THAT AGREEMENT APPLY TO YOU AND THAT AGREEMENT SUPERSEDES THIS AGREEMENT.

1. Definitions.

- a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Nuix in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized to access and use the Services under the rights granted to Customer.
- c) “**Customer**” means the entity that has contracted with Reseller to purchase a subscription to the Services, subject to the conditions of these TOU.
- d) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- e) "**Documentation**" means Nuix's user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.
- f) "**Nuix IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Nuix IP includes Aggregated Statistics and any information, data, or other content derived from Nuix's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- g) “**Order Form**” or “**Order**” means any ordering document specifying the Services to be providing under the agreement between Customer and Reseller (which incorporates this TOU by reference), including any addenda, supplements, or additional product-specific terms for the Services as required by Nuix.
- h) "**Reseller**" means the entity that has contracted directly with Nuix to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to the Services.

2. Services.

- a) Access and Use. Customer will be responsible for Authorized Users’ compliance with the TOU and Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and shall notify Nuix and Reseller promptly of any such unauthorized access or use. Customer shall use the Services only in accordance of these TOU, the Documentation, and applicable laws and government regulations.

- b) Reservation of Rights. Nothing in these TOU grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Nuix IP.
- c) Use Restrictions. Customer shall not make the Services available to anyone other than Authorized Users. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- d) Customer Representations, Warranties and Covenants Concerning Use. Customer will comply with all applicable laws concerning Customer's use of the Services. Customer hereby acknowledges and agrees that Nuix may use global resources (personnel, affiliates and infrastructure around the world) and third-party suppliers to support the Services. Customer represents and warrants that it has obtained any necessary third-party permissions that may be required to input, store, or upload data into the Nuix SaaS environment. Customer will not input, store, or upload into the SaaS environment any data whatsoever that is subject to laws or regulations that require heightened or specific security measures, including, but not limited to: International Traffic in Arms Regulations, Export Administration Regulations, the Digital Millennium Copyright Act, and will not do so with regard to personal data protected by privacy laws and regulations such as the GDPR, except in full compliance with such laws and regulations.
- e) Suspension. Nuix may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Nuix reasonably determines that (A) there is a threat or attack on any of the Nuix IP; (B) Customer's or any Authorized User's use of the Nuix IP disrupts or poses a security risk to the Nuix IP or to any other customer or vendor of Nuix; (C) Customer, or any Authorized User, is using the Nuix IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Nuix's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor or Reseller of Nuix has suspended or terminated Nuix's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 8(a) (a "**Service Suspension**"). Nuix shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Nuix shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Nuix will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- f) Aggregated Statistics. Nuix may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Nuix, Reseller and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Nuix. Customer acknowledges that Nuix may compile Aggregated Statistics based on Customer's use of the Services. Customer agrees that Nuix may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. Intellectual Property.

- a) Nuix IP. Customer acknowledges that, as between Customer and Nuix, Nuix owns all right, title, and interest, including all intellectual property rights, in and to the Nuix IP.
- b) Customer Data. Nuix acknowledges that, as between Nuix and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to

Nuix a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary solely for Nuix to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Aggregated Statistics.

- c) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Nuix by mail, email, telephone, or otherwise, suggesting or recommending changes to the Nuix IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Nuix is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Nuix on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Nuix is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Nuix is not required to use any Feedback.

4. Customer Obligations

- a) **General.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these TOU. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these TOU if taken by Customer will be deemed a breach of these TOU by Customer. Customer shall make all Authorized Users aware of this TOU as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.
- b) **Use of Customer Data.** Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all Customer Data and/or third-party data within and outside of the country in which Customer is located (including providing adequate disclosures and obtaining legally sufficient consents from Customer's employees, Customers, agents, and contractors). Customer understands and acknowledges that certain audio transcription or machine language translation features of the Services may transmit data to a third-party website that is linked to or made accessible by the Services. If Customer uses such services, Customer will be deemed to have given its consent to such transmission.

5. WARRANTY DISCLAIMER. NUIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NUIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NUIX MAKES NO WARRANTY OF ANY KIND THAT THE NUIX IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. No Liability. In no event will Nuix be liable to Customer for any damages related to Customer's purchase or use of the Services pursuant to these Terms of Use or any agreement between Customer and Reseller, including but not limited to direct, indirect, special, incidental, punitive or consequential damages, or damages based on lost profits, however caused, and, whether in contract, tort or under any theory of liability, whether or not Customer has been advised of the possibility of such damages. Nuix disclaims all liability and indemnification obligations for any harm or damages caused by any Reseller or any Third-Party hosting providers.

7. Indemnification. Customer will defend Nuix against any claim, demand, suit or proceeding made or brought against Nuix by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services in breach of these TOU, the

Documentation, or applicable law (each a “Claim against Nuix”) and will indemnify Nuix for any damages, attorneys’ fees and costs finally awarded against Nuix as a result of, or for any amounts paid by Nuix under a settlement approved by Nuix in writing, of a Claim Against Nuix; provided that Nuix: (i) promptly gives Customer written notice of the Claim Against Nuix, (ii) gives Customer sole control of the defense and settlement of the Claim against Nuix unless it unconditionally releases Nuix of all liability), and (iii) provides to Customer all reasonable assistance, at Customer’s expense.

8. Termination.

- a) Termination of the Services. Customer’s use of the Services may be immediately terminated and/or suspended at Nuix’s option, upon notice due to: (a) breach of the terms of these TOU, the Documentation or Order Forms by Customer or any Authorized User; or (b) a breach by Reseller of its payment obligations to Nuix with respect to its agreement with Nuix pursuant to which Reseller has granted Customer access to the Services. Following a termination or expiration of Reseller’s agreement with Nuix, Nuix is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.
- b) Effect of Expiration or Termination. Upon expiration or earlier termination of Nuix’s agreement with Reseller or Customer’s rights to use the Services, Customer shall immediately discontinue use of the Services and Nuix IP and shall delete, destroy, or return all copies of the Nuix IP and certify in writing to Nuix that the Nuix IP has been deleted or destroyed. It is Customer’s responsibility to remove Customer Data from the Service. All Customer Data will be unrecoverable within ninety-one (91) days from the date of removal by Customer. In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller’s agreement with Nuix give rise to any liability of Nuix to Customer for refunds or damages.

9. Miscellaneous.

- a) Governing Law and Jurisdiction. The entity providing the Services under this TOU (such entity, as applicable, “Nuix”), what law will apply in any dispute arising out of or in connection with these TOU, and place of any jurisdiction, depend on where Customer is domiciled:

If Customer is domiciled in:	Service is being provided by:	Nuix Address:	Governing Law:	Jurisdiction:
United States of America, Canada, or Mexico	Nuix North America Inc.	13755 Sunrise Valley Drive, Suite 300, Herndon, Virginia, 20171	Commonwealth of Virginia, USA	Fairfax County, Virginia, USA
Any country in Europe (other than the United Kingdom), the Middle East, South America, or Africa (other than Singapore)	Nuix Ireland Limited	Unit 17C, 4700 Cork Airport Business Park, Kinsale Rd., Co. Cork, Ireland T12 XE81	England and Wales	London, England
United Kingdom	Nuix Technology UK Ltd	2nd Floor South Times House 2 nd Floor Bravingtons Walk Kings Cross London N1 9AW	England and Wales	London, England
Singapore	Nuix Pte. Ltd.	8 Cross Street, #10-00, PWC Building, Singapore 048424	NSW, Australia	Sydney, NSW, Australia
Asia, Australia and New Zealand	Nuix Pty Ltd	1 Market Street, Level 27, Sydney, NSW 2000	NSW, Australia	Sydney, NSW, Australia

Notwithstanding the foregoing, in the event that Customer is a (i) public sector customer (e.g., federal, state, or local government) or (ii) public or private educational institution, in either case located in the United States

of America, or is one of such customers' authorized agents worldwide, or (iii) Nuix identifies itself as Nuix USG Inc. in the signature block hereunder, the Order Form, or any other ordering documentation, Nuix USG Inc. (such entity, in such case, "Nuix") is providing the Services to such Customer.

- c) Third Party Software. Third party software may be incorporated into or necessary for the use of Services. Nuix makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to third party software.
- d) Third Party Beneficiary. Nuix is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU, and Nuix shall have the right, but not the obligation, to enforce the terms of these TOU in its sole and absolute discretion.
- e) Notices. Any notices that Nuix is required to provide its customers under the Documentation or applicable law will be provided to Reseller or Customer as determined by Nuix in its sole discretion based on the circumstances and designated contact information available to Nuix for such notices.
- f) Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.
- g) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.
- h) Nuix Right to Initiate Legal Proceedings. In its sole and absolute discretion, Nuix may initiate a legal suit, action, or proceeding arising out of these TOU or Customer's use of the Services in the courts located in the federal courts of the United States or the courts sitting in the location set out as the place of jurisdiction in Section 9(a) above, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by Nuix hereunder arising out of or related to these TOU or Customer's use of the Services, Nuix is entitled to recover its actual attorneys' fees and court costs from the Customer.
- i) Waiver of Jury Trial. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TOU OR CUSTOMER'S USE OF THE SERVICE WILL LIKELY INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TOU OR CUSTOMER'S USE OF THE SERVICE.