

## NUIX EULA

This is the end user licence agreement between NUIX PTY LTD ABN 80 117 140 235 of Suite 64, 89 Jones Street, Sydney New South Wales 2000, Australia ("Nuix") and you ("the Licensee"). Nuix agrees to provide access to Nuix's software in the manner set out in this Agreement and YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE WITH THIS TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE SOFTWARE AND YOU MAY RETURN IT UNUSED TO THE PLACE OF PURCHASE FOR A FULL REFUND WITHIN ONE MONTH OF THE DATE OF PURCHASE.

### 1. Definitions

"Commencement Date" means the commencement date set out in the Proposal, or in the absence of such a date in the Proposal, the date on which the Licensee commences use of the Software;

"Confidential Information" means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential in relation to either party, including but not limited to:

- (a) business plans, customer information, technology information, product information, other information held in confidence Nuix;
- (b) Nuix's proprietary technology, including Nuix's services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, databases, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Nuix or licenced to Nuix from a third party), including any derivatives, improvements, enhancements, or extensions of Nuix technology conceived, reduced to practice, or developed during the term of this Agreement;
- (c) any customer information in relation to work in progress, term, scale, pricing, and invoicing; and
- (d) the terms of this Agreement;

"Corporations Act 2001 (Cth)" means the Corporations Act 2001 (Cth) being a statute of the Commonwealth of Australia;

"Documentation" means any documentation in relation to the Software provided by Nuix to the Licensee;

"Expiry Date" means the expiry date in the Proposal or, in the absence of such a date in the Proposal, the expiry date notified by Nuix to the Licensee;

"Intellectual Property Rights" means any present and future rights conferred by statute, common law or equity throughout the world including rights in respect of or in connection with any confidential information, copyright, trade marks, service marks, designs, patents, circuit layouts, business names, domain names, inventions or other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any right to apply for the registration, renewal and extension of such rights;

"License Fees" means the licence fees set out in the Proposal or, in the absence of such fees in the Proposal, the licence fees notified by Nuix to the Licensee;

"Nuix Licence Key" is an encrypted file provided by Nuix, which unlocks the Software and enables the use of the Software by the user;

"Payment Terms" means the payment terms set out in the Proposal or, in the absence of terms in the Proposal, the payment terms notified by Nuix to the Licensee;

"Personnel" means any employee, contractor, agent or officer;

"Proposal" means any proposal by Nuix to grant the Licensee a licence to use the Software;

"Related Body Corporate" has the meaning set out in the Corporations Act 2001 (Cth);

"Services" means any services set out in the Proposal;

"Services Fees" means any services fee set out in the Proposal, or, in the absence of such fees in the Proposal, the services fees notified by Nuix to the Licensee;

"Software" means the software set out in the Proposal and all new releases, versions, updates and upgrades of the Software that Nuix makes available to the Licensee;

"Software Provision Process" means the process for the provision of the access of Software set out in the Proposal or, in the absence of such a process in the Proposal, the process notified by Nuix to the Licensee;

"Restrictions on Use" means any restrictions on use set out in the Proposal or, in the absence of such restrictions in the Proposal, the restrictions on use notified by Nuix to the Licensee;

"Territory" means the territory set out in the Proposal or, in the absence of such a territory in the Proposal, the territory notified by Nuix; and

"Term" means the term set out in clause 7.1.

### 2. Licence

2.1 Subject to clauses 2.2 to 2.7 and the Restrictions on Use, Nuix grants to the Licensee a licence to use:

- (a) the Software; and
- (b) the Documentation,  
in the Territory for the Term.

2.2 The Licensee will not:

- (a) obtain any Intellectual Property Rights in relation to the Software, or any new releases, versions, updates or upgrades of the Software, other than expressly set out in this Agreement;
- (b) modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover any part of the source code of the Software;
- (c) use the Software in a web enabled form for the purposes of third party analysis and view via the internet or other external network access method;
- (d) permit or authorize any third party to use or copy the Software;
- (e) rent the use of the Software to any third parties;
- (f) automate the operation of the Software or run the Software from a server;
- (g) gain revenue or profit from the use of any trial Software;
- (h) take any action that may compromise or jeopardize Nuix's Intellectual Property Rights;
- (i) remove or deface, or allow the removal or defacement, of any confidentiality, copyright or other proprietary notice placed on the Software or other items by Nuix; or
- (j) make any representations or warranties to any third parties that could be construed as being representations or warranties from Nuix to the third parties in relation to the Software or any other matter.

2.3 The Licensee may:

- (a) make only a single copy of the Software and Documentation for backup and archival purposes only;
- (b) print only one hard copy of the Documentation;
- (c) except in respect of Nuix Reviewer and Nuix Demo software, install the Software on multiple computers or workstations, but the Software may only be used by a single user at a time by the application of a legitimate Nuix Licence Key. If the Licensee has paid for multiple licences, then the Licensee may use the Software contemporaneously on a number of computers or workstations up to the maximum amount of users for which legitimate licences have been purchased;
- (d) in the case of Nuix Reviewer software, only install the exact (or fewer) number of Nuix Reviewer software copies as has been purchased. On termination of this Agreement, the Licensee must not use the Nuix Reviewer software and the software must be permanently deleted from the computer/network/server; and
- (e) in the case of Nuix Demo software (discontinued since V2.12.0), load and use the Nuix Demo software in as many computers as required - subject to the user not changing or attempting to change any of its in-build limitations.

- 2.4 The Licensee acknowledges the Software may be distributed in conjunction with software components covered by a licence which complies with the free software or open source definitions. This Agreement does not grant the Licensee any licence over such components. Such components are identified in "readme" files. Where the licence terms for such a component are included as part of the Software, that component is licensed to the Licensee on those terms. Where the licence terms for such a component are not included as part of the Software but are identified, then that component is licensed to the Licensee on the standard terms identified for that component.
- 2.5 The Licensee acknowledges:
- (a) all Intellectual Property Rights in or related to the Software and the Documentation are and will remain NuiX's exclusive property; and
  - (b) NuiX will own all Intellectual Property Rights in any copy, translation, modification, adaptation or derivation of the Software, marketing materials or other items of NuiX's Confidential Information, including any improvements or developments; and
  - (c) NuiX will provide the Licensee with access to the Software using the Software Provision Process.
- 2.6 If the Licensee becomes aware of any unauthorized use of the Software, the Licensee will immediately notify NuiX and take all reasonable steps to prevent the unauthorized use or dissemination.
- 2.7 NuiX may audit the Licensee's compliance with the terms of this Agreement at any time on reasonable notice to the Licensee and the Licensee will provide access to any hardware, software, systems, documents and Personnel of the Licensee, and will provide all reasonable co-operation to NuiX, for the purposes of any such audit.

### **3. Licence Fees**

- 3.1 In consideration of the licence to use the Software, the Licensee will pay the Licence Fee to NuiX.
- 3.2 If the Licensee does not pay the Licence Fee to NuiX in accordance with the Payment Terms, interest will accrue on any outstanding amounts at a rate of 12% per annum.
- 3.3 The Licence Fee is exclusive of GST or any other tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software, provision or receipt of any agreed additional services, the execution or performance of this Agreement or otherwise and the Licensee will pay all other taxes, levies or similar governmental charges or provide NuiX with a certificate of exemption acceptable to the taxing authority.

### **4. Services**

- 4.1 NuiX will provide the Services to the Licensee.
- 4.2 The Licensee will pay to NuiX the Services Fees in respect of the Services.

### **5. Warranty**

- 5.1 NuiX warrants that the Software will perform substantially in accordance with the Documentation for a period of 90 days following the Licensee's receipt of the Software. In jurisdictions in which limitations on express or implied warranties are not allowed by law, any such warranties shall be limited to 90 days.
- 5.2 The warranty in clause 8.1 does not apply if:
- (a) the Licensee has used the Software other than in accordance with any instructions on use of the Software set out in the Documentation;
  - (b) the Software has been modified in any way without NuiX's written consent;
  - (c) the failure to perform is the result of an accident or use of pre-release alpha and beta versions of the Software;
  - (d) the failure to perform arises from the installation of the Software, the nature, use or operation of the hardware or other equipment on which the Software is used or the use of any materials or software not provided by NuiX; or
  - (e) the Licensee has breached the terms of this Agreement.
- 5.3 Clause 5.1 is a complete statement of the warranties provided by NuiX in relation to the Software. To the extent permitted by law, NuiX excludes all implied warranties including implied warranties of merchantability, of fitness for a particular purpose, or of suitability to Licensee's requirements. If the Software fails to perform in accordance with the warranty set out in clause 5.1, or if warranties are implied into this Agreement and may not be excluded by law, then, to the extent permitted by law, the Licensee's only remedy is, at NuiX's option, to:
- (a) repair or replacement of the Software;
  - (b) refund of the Licence Fee; or
  - (c) payment of the cost of repair or replacement of the Software.

### **6. Liability**

- 6.1 THE TOTAL AGGREGATE LIABILITY OF NUIX ARISING FROM ANY CAUSE RELATED TO THIS AGREEMENT, THE LICENCE OR ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION, OR THE LICENSEE'S USE, OR INABILITY TO USE, ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION IS LIMITED TO THE AMOUNT RECEIVED BY NUIX FROM THE LICENSEE IN RELATION TO THIS AGREEMENT. THE LICENSEE EXPRESSLY ACKNOWLEDGES THAT THE LICENSEE'S USE OF ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION IS AT THE LICENSEE'S OWN RISK.
- 6.2 NUIX HAS NO LIABILITY TO THE LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY ACTUAL OR ANTICIPATED LOSS OF REVENUES, PROFITS, SAVINGS, PRODUCTION, OPPORTUNITY, GOODWILL, REPUTATION, USE, DATA OR INFORMATION, OR ANY OTHER MONETARY LOSS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO IN RELATION TO THE USE OF OR INABILITY TO USE ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION, EVEN IF NUIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 6.3 THE LICENSEE AGREES TO INDEMNIFY NUIX AGAINST ALL CLAIMS AGAINST NUIX BY ANY THIRD PARTY WHICH ARISE AS A RESULT OF THE LICENSEE'S USE OF ANY PART OF THE SOFTWARE AND/OR DOCUMENTATION.

### **7. Term and Termination**

- 7.1 This Agreement will commence on the Commencement Date and will continue until the Expiry Date unless terminated earlier in accordance with the terms of this Agreement.
- 7.2 NuiX may terminate this Agreement if the Licensee breaches clause 2.

### **8. Consequences of Termination**

- 8.1 Upon the expiration or termination of this Agreement, all rights granted to the Licensee under this Agreement will immediately cease, and the Licensee will promptly comply with the termination obligations set out below:
- (a) the Licensee will pay NuiX all due and outstanding undisputed amounts, as well as any amount that has accrued but not yet become due and payable, the due date of which will be brought forward to the date of expiration or termination of this Agreement; and
  - (b) the Licensee will cease use of, and (to the extent that it is reasonably practicable) remove from the Licensee's computer systems, storage media and other files, and will deliver to NuiX all Software and related materials within the Licensee's possession or control.
- 8.2 The provisions of clauses 2.2, 2.5, 2.6, 2.7, 6 and 8 will survive the expiration or termination of this Agreement.

### **9. Force Majeure**

NuiX will not be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond NuiX's reasonable control,

such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties, transportation stoppages or slowdowns or inability to procure parts or materials and if any such causes prevent or delay performance for more than ninety days, Nuix may terminate this Agreement.

## **10. General**

10.1 This Agreement may only be amended with Nuix's express written agreement.

10.2 Any waiver by Nuix must be express and in writing.

10.3 Nuix's rights under this Agreement do not exclude any other rights of Nuix.

10.4 If any provision of this Agreement is unenforceable, the provision will be severed and the remaining provisions will continue to apply.

10.5 Nuix may assign any rights or benefits under this Agreement to any third party.

10.6 The Licensee may only assign any rights or benefits under this Agreement with Nuix's prior written consent.

10.7 If there is any inconsistency with the terms of the Proposal and the terms of this Agreement, then the terms of this Agreement will take precedence.

10.8 This Agreement will be governed by the laws of, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of, the state of New South Wales, Australia.

10.9 In this Agreement:

- (a) the headings will not affect interpretation of this Agreement;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) any other grammatical form of a word or expression defined in this Agreement has a corresponding meaning;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
- (h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
- (k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of this Agreement; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.