

## Addendum

### Manufacturer Commercial Terms and Conditions

All references to Nuix in these Terms and Conditions should be read as “Contractor (<NAME OF PARTNER>), acting by and through its supplier, Nuix.”

#### TERMS AND CONDITIONS FOR NUIX PRODUCTS AND SERVICES

##### NUIX - END USER LICENSE AGREEMENT

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**1.4 Reserved.**

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**1.6 Reserved.**

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**1.9 Ancillary Software.** At its sole and absolute discretion, Nuix may provide scripts and/or bespoke applications (“**Scripts**”) to Licensee, which may be used in conjunction with the Software. Nuix provides these Scripts on an “AS IS” basis and does not provide support for such Scripts, unless accompanied by a mutually executed Order Form or statement of work that expressly sets forth Nuix’s support obligations. Licensee assumes all risk of use of the Scripts in connection with the Software. The restrictions set forth in this clause 1 that apply to Software, also apply to Scripts. As between Nuix and Licensee, Licensee acknowledges that Nuix owns title and all intellectual property rights to the Scripts. The provision of Nuix APIS and/or SDKs as described hereunder will be for a term no longer than twelve (12) months.

**1.10 Reserved.**

**1.11 PERPETUAL LICENSES.** PERPETUAL LICENSES ARE SUBJECT TO THE FOLLOWING CONDITIONS: (A) LICENSEE WILL BE ISSUED A TEMPORARY LICENSE UNTIL ALL APPLICABLE FEES DUE ARE PAID IN FULL (TERM LICENSES WILL BE ISSUED

THEREAFTER TO RUN CONCURRENTLY WITH PURCHASED SMS (AS DEFINED BELOW)) AND (B) LICENSEE'S GRANT OF A PERPETUAL LICENSE IS EXPRESSLY CONDITIONED UPON THE CONTINUED PURCHASE OF SMS.

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- 3.1 Licensee Details.** Licensee will provide accurate and complete details of Licensee's name, address, email address and phone number, and will immediately advise Nuix of any change to such details. Nuix may rely on any information and act on any instructions provided from any email address notified by Licensee.
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- 3.7 Training.** In the event that Licensee wishes to obtain or provide training in relation to this EULA or the use of the Software, Nuix will provide such training services at its GSA Schedule Pricelist price. Licensee acknowledges that it shall only participate in Nuix (or Nuix approved) training services, and that participation in any unauthorized third party training is prohibited. Licensee must utilize training services within twelve (12) months of the date indicated on the applicable purchase order or those services will expire, or Licensee will receive a refund. Nuix will provide commercially reasonable opportunities for Licensee to utilize the training services purchased, but will not be liable

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**3.8 Reserved.**

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#### **4. Confidentiality and Privacy.**

**4.1 Confidential Information.** Licensee acknowledges the Software and Documentation may contain Confidential Information. Licensee is not entitled to use, disclose or copy the Confidential Information other than strictly in accordance with this EULA and will keep the Confidential Information secure at all times. Nuix recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

#### **4.2 Reserved.**

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**5.1 Compliance.** Licensee warrants that Licensee’s use of the Software will comply with all laws, treaties, regulations, and conventions (including but not limited to laws in relation to privacy, electronic communications and anti-spam).

**5.2 Specific Compliance.** Without limiting Licensee’s other obligations under this EULA or otherwise, Licensee: (a) represents that Licensee is not named on any United States government list of persons or entities prohibited from receiving exports; (b) will not permit Users to access or use the Software in violation of any United States export embargo, prohibition or restriction; and (c) will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which the Users are located.

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The Contractor (<NAME OF PARTNER>) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer’s (“Nuix”) published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government may only exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**Breach.** Without derogating from Nuix’s rights under this EULA or otherwise, if Licensee is in breach of this EULA, Nuix may provide a written notice to Licensee specifying the breach and requiring Licensee to remedy the breach within 7 days. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nuix shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

#### **7. Consequences of Termination.**

**7.1 License Ends.** Upon the expiration or termination of this EULA: (a) all rights granted to Licensee under this EULA will cease; (b) Licensee will have no rights to use the Software and must cease using the Software; (c) Licensee must immediately provide to Nuix all hard copies of the Documentation and Confidential Information, and all other items of Nuix’s property, in Licensee’s possession or control; (d) Licensee must immediately provide to Nuix a copy of all soft copies of the Software, Documentation and Confidential Information, and then erase and destroy all remaining soft copies of the Software, Documentation and Confidential Information, in Licensee’s possession or control; (e) Licensee must take such action as reasonably directed by Nuix for the protection and preservation of the Confidential Information, Nuix’s Intellectual Property Rights and all other items of Nuix’s property; and (f) not do any act or thing which may injure, impair or reduce the goodwill or reputation of Nuix.

**7.2 Payment.** Upon the expiration or termination of this EULA pursuant to the Contract Disputes Act, all amounts owed by Licensee to Nuix will become immediately due and payable and Licensee will pay all such amounts to Nuix within thirty (30) days of receipt of invoice.

**7.3 Data on Termination.** Nuix may, at any time following 14 days after the expiration or termination of this EULA, delete any of Licensee’s Data in Nuix’s possession or control and Nuix will not be liable to Licensee or any other party for any loss, liability, cost, payment, damages, debt or expense arising directly or indirectly from the loss or deletion of Licensee Data. If Licensee makes a written request to Nuix prior to the expiration or termination of this EULA, Nuix may grant Licensee limited access to the Software for the sole purpose of Licensee retrieving Licensee Data, provided that Licensee has paid all amounts owed to Nuix under this EULA or otherwise.

**7.4 Survival.** Clauses 1.2, 2.1, 2.3, 2.4, 2.5, 3.6, 3.8, 4, 7, 9 and 10 will survive termination of this EULA.

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**10.1 Responsibility.** Licensee is responsible and liable for each member of Licensee's Personnel and each Related Body Corporate of Licensee and any act, omission or breach by any member of Licensee's Personnel or any Related Body Corporate of Licensee will be deemed to be an act of Licensee.

**10.2 Force Majeure.** This EULA is subject to FAR 52.212 -4 (f) Excusable delays. (JAN 2017).

**10.3 No Security Interest.** Licensee must not grant, nor purport to grant, any security interest to any third party in relation to the Software.

**10.4 Audit.** Nuix may audit Licensee's compliance with the terms of this EULA at any time, but not more than once in a 12 month period, on reasonable notice to Licensee and Licensee will provide, subject to applicable Government security requirements, access to any hardware, software, systems, documents and Personnel of Licensee, and will provide all reasonable co-operation to Nuix for the purposes of any such audit. Nuix will bear its own costs of the audit.

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**10.7 Relationship.** This EULA does not create any partnership, joint venture, agency or relationship of employment between the parties

**10.8 Third Party Beneficiaries; Rights.** This EULA is entered into solely for the benefit of Nuix and Licensee. No third party will have the right to make any claim or assert any right under it, and no third party will be deemed a beneficiary of this EULA.

- 10.9 Assignment.** Assignments are subject to FAR Clause 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements. Licensee may not assign any of its rights under this EULA without the prior written consent of Nuix. Any purported assignment or delegation in violation of this clause 10.9 shall be null and void. =
- 10.10 Reserved.**
- 10.11 Severability.** If any provision, or the application of any provision, of this EULA 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 of this EULA.
- 10.12 Reserved.**
- 10.13 Reserved.**
- 10.14 Waiver.** Any waiver of a right under this EULA 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 this EULA will not result in a waiver of that right or prejudice or restrict the rights of the party.
- 10.15 Variations.** Any variation of, or amendments to, any terms of this EULA must be in writing and signed by both parties.
- 10.16 Cumulative Rights.** The rights arising out of this EULA do not exclude any other rights of either party. Each indemnity in this EULA is a continuing obligation that is separate and independent from the other obligations under this EULA. Each exclusion, limitation or other benefit set out in this EULA for the benefit of Nuix will also be held by Nuix for the benefit of each member of Nuix's Personnel.
- 10.17 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and in English language, and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Quotation (or to such other address that may be designated by a Party from time to time).
- 10.18 Contracting Parties**
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- 10.19 Reserved.**
- 10.20 Reserved.**
- 10.21 Reserved.**
- 10.22 Definitions.** In this EULA: (a) "API" means a set of commands, functions, protocols, and/or objects that can be used to create software or interact with external systems; (b) "Commencement Date" means the earlier of the commencement date set out in the Quotation or the date on which Licensee first installs or uses the Software or otherwise agrees to be bound by the terms of this EULA; (c) "Confidential Information" means: (i) information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to Nuix or any Related Body Corporate of Nuix (including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter, but excluding pricing); (ii) reserved; (iii) information designated as confidential by Nuix; and (iv) information that is by its nature confidential; (d) "Documentation" means any documentation which accompanies the Software and is provided by Nuix to Licensee; (e) "EULA" means this End User License Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), and includes the Quotation; (f) "Expiry Date" means the expiry date set out in the Quotation; (g) "Initial Term" means the period from the Commencement Date to the Expiry Date; (h) "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, trademarks, 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; (i) "License Fee" means the license fee set out in the Purchase Order; (j) "Licensee" means the entity who acquires the license rights from Nuix to use the Software pursuant to this EULA; (k) "Licensee Data" means all electronic data or information submitted to the Software by Licensee or any member of Licensee's Personnel; (l) "Nuix" has the meaning described in clause 10.18 ("Contracting Parties"); (m) "Nuix License Key" is an encrypted file provided by Nuix, which unlocks the Software and enables the use of the Software by a User; (n) "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity; (o) "Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party; (p) "Quotation" means the quotation(s) or other document(s) provided by Nuix to Licensee from time to time setting out details in relation to Licensee's use of the Software; (q) "Related Body Corporate" means a body corporate that is, in relation to another body corporate: (i) a holding company of that other body corporate; (ii) a subsidiary of that other body corporate; or (iii) a subsidiary of a holding company of that other body corporate; (r) "Renewal Term" means any further term granted by Nuix; (s) "SDK" means a set of

development tools that allows for the creation of any applications, including but not limited to, software package, software framework, hardware platform, computer system, operating system, or similar platform; (t) Software” means the object code

version of the software (including any upgrades or updates) supplied by Nuix to Licensee; (u) "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; (v) "Term" means the Initial Term; (w) "Territory" means the territory set out in the Quotation (or, in the absence of a territory in the Quotation, worldwide except for countries which are the subject of any United States trade restriction, export control or embargo); and (x) "User" means any person who uses the Software.

**10.23 Interpretation.** In this EULA: (a) the headings will not affect interpretation of this EULA; (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 EULA has a corresponding meaning; (d) the Quotation forms part of and is incorporated in this EULA; (e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this EULA; (f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (g) a reference to a party is to a party to this EULA; (h) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes; (i) 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; (j) 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; (k) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; (l) a reference to any thing (including but not limited to any right) which includes part of that thing; (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds those parties jointly and severally; (n) any agreement, representation, warranty or indemnity in favor of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of those parties jointly and severally; (o) 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; (p) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this EULA or any part of this EULA; and (q) 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.

This agreement is governed by United States Federal law.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

## Exhibit A

### SUPPORT AND MAINTENANCE SERVICES AGREEMENT

You (“**End-User**”) agree that the following Support and Maintenance Services Agreement (“**Agreement**”) shall govern the delivery of any support and maintenance services by Nuix listed on an order document entered into pursuant to the Nuix End User License Agreement, Software Usage Agreement, other Nuix license agreement, or any other ordering document as applicable (collectively, the “**Contract**”) to which this Agreement is attached and made a part thereof. Ordering any Support from Nuix or any authorized reseller indicates End-User’s acceptance of this Agreement.

1. **Services.** Subject to End-User’s timely payment of the applicable support and maintenance fees set forth in the Contract (the “**SMS Fees**”), Nuix will provide the level of support and maintenance identified in the Contract in accordance with the descriptions set forth below. No other support or maintenance for the Software is included in this Agreement.
2. **SMS Fees.** SMS Fees will be due and payable in accordance with the Purchase Order. Nuix will notify (electronically or otherwise) End-User of the GSA Schedule Pricelist fee.
3. **Scope of Support.** Subject to Section 7 of this Agreement, and End-User’s payment of the SMS Fees, End-User is entitled to support for the following:
  - a. clarification of the software’s functions, features, operations and documentation; and
  - b. error verification, analysis and correction.

(taken together, “**Support**”).

4. **Scope of Maintenance.** Subject to End-User’s payment of the SMS Fees, End-User is also entitled to all software upgrades, updates and maintenance releases to the extent made generally available by Nuix to its end-users (“**Maintenance**”).
5. **Access to Support.** Support is accessed through email at [support@nuix.com](mailto:support@nuix.com). All initial support requests shall be communicated to Nuix through email. This enables the issue to be logged, plus makes the issue visible to each of the Nuix support teams based in the United Kingdom, the United States, and Australia (“**Support Team**”). [Support@nuix.com](mailto:support@nuix.com) is operational 24 hours Monday through Friday. Support coverage over weekends is excluded from the scope of this Agreement and must be arranged separately with Nuix.
6. **Response Times; Support Efforts.** Upon receipt of an email at [support@nuix.com](mailto:support@nuix.com), the Support Team will respond as detailed below. All response times are during standard business hours as described above. End-User will receive immediate email notification of receipt of a Support email and the support issue will be dealt with according to its priority:
  - a) **Priority 1 Issue (Critical):**  
means a program error that prevents operation of critical documented functions with high frequency or duration.
  - b) **Priority 2 Issue (High):**  
means a program error that has some impact on administration; non-critical operation or other secondary functions for which a temporary work around has been provided and also includes general clarification issues outlined in 3a above.
  - c) **Priority 3 Issue (Medium/Low):**  
means a program error with little or no impact on productivity, impacting unsupported software or functions or a request for an enhancement or additional functionality that is not due to a defect in the Software.

Priority	Response Time	Target Resolution Time
Priority 1 Issue	3 hours	1 business day
Priority 2 Issue	6 hours	3 business days
Priority 3 Issue	8 hours	Next maintenance release

If an End-User is not available to assist the Support Team in the resolution of the issue, Nuix will not be responsible for adhering to the Response Time or Target Resolution Time. At no time does Nuix guarantee a “fix” during a Response Time or Target Resolution Time. For Priority 1 & 2 Issues, providing a Nuix Systems Diagnostic set, along with a sample of the any items perceived to be causing the error, is a requirement to maintain the Target Resolution Time. Nuix will provide support without these items, but promptly providing these items to Support will accelerate the resolution time.

- d) **Level of Effort:** Nuix will use commercially reasonable efforts commensurate with the then applicable industry standards to provide the Support in a professional and workmanlike manner, but Nuix does not guarantee that every question or problem raised by End-User will be resolved. Notwithstanding Nuix’s support for Supported Prior Versions (as defined below), Nuix in its sole and absolute discretion may choose to correct certain bugs, security flaws, etc. only in the current release version of the Software; in those instances, End-User understands and acknowledges that it assumes the risk of not updating to the current release version.
- e) **Onsite Support.** When, at Nuix’s discretion and following agreement from the End-User that on-site Support is required, End-User will reimburse Nuix for all related traveling expenses and costs for travel time, board and lodging with all professional service in accordance with FTR/JTR, as applicable. End-User shall only be liable for such travel and expenses as approved by End-User and funded under the applicable purchase order.

7. **Exclusions to Support.** Support does not include services where the End-User requests custom development, consulting, or professional services. Furthermore, examples of Support not covered by this Agreement include:
- a) Versions of the Software other than the most recent version or the Supported Prior Versions;
  - b) Administrator or end user training;
  - c) Support of scripts or bespoke applications provided by Nuix, unless accompanied by a mutually executed order form or statement of work that expressly sets forth Nuix's continuing support obligation;
  - d) Support of requested (or customer created) enhancements or features to the Software;
  - e) Software installation or troubleshooting of software installation issues not directly associated with the Software;
  - f) Environment configuration;
  - g) Environment troubleshooting issues not directly associated with the Software;
  - h) Troubleshooting data specific issues not directly caused by or related to the Software; or
  - i) Onsite support.
8. **Nuix Elastic Add-On.** Nuix has no support obligation for any issue, bug or error that relates to the features, functionalities, or operation of the underlying Elasticsearch codebase, even if such issue, bug or error prevents the Nuix Elastic Add-On from functioning as documented or as intended by the End-User.
9. **Fees for Excluded Services.** Fees for excluded support services, as described in Section 7 above, shall be determined on a case by case basis by Nuix and the End-User pursuant to a services agreement and a mutually agreed upon statement of work.
10. **Software End of Life Policy.** Nuix Software comes with a three-digit number version. The first digit represents the major release (*i.e.*, upgrade), the second digit identifies the minor releases (*i.e.*, updates) and the third digit identifies the maintenance releases. With a new major release, the number to the left of the first decimal is changed and for minor releases, the number to the right of the first decimal point is increased. Nuix provides Support only on the current major release and (a) the immediately prior major release or (b) twenty-four (24) months from the then current major release, whichever period is earlier ("**Supported Prior Versions**").
11. **End-User Responsibilities.**
- a. **End-User Contacts:** End-User shall appoint up to three (3) of its personnel who are trained and knowledgeable in the operation of the Nuix Software to serve as the primary contacts with Nuix for all Support communication ("**Nuix Trained Users**"). Each of the Nuix Trained Users **MUST** undergo a minimum of eight (8) hours of Nuix training **BEFORE** accessing the Support. All Support communications shall be initiated through Nuix Trained Users. End-User may change its primary or alternate contacts at any time upon written notification to Nuix.
  - b. **Training:** End-User shall properly train its personnel in the proper use of the Software and the equipment on which the Software is loaded and operating.
  - c. **Reporting:** End-User shall document and promptly report all errors or malfunctions of the Licensed Software to Nuix. Nuix will provide End-User with a trouble ticket number that End-User will use to track the status of each issue. End-User shall take all steps necessary to carry out any procedures Nuix may give for the rectification of errors or malfunctions within a reasonable time after such procedures have been provided. Nuix reserves the right to close the trouble ticket without further responsibility if End-User does not provide appropriate feedback to Nuix within thirty (30) days of receiving new Licensed Software, a workaround for a problem, or fails to respond to a request for additional information.
12. **Term and Termination.** This Agreement will commence on the date when Nuix delivers the license key for the Software to the End-User (or otherwise set out in the Contract) and, unless terminated earlier in accordance with the terms of the Contract, for a period of one (1) year (or for term purchased if different than one year) thereafter (the "**Initial Term**"). The agreement may be renewed at End-User's option for additional one (1) year terms (or for term purchased if different than one year) (each, a "**Renewal Term**," and the Initial Term, collectively with any and all Renewal Terms, shall be referred to as the "**Support Term**") by executing a new agreement in writing.
13. **Reinstatement.** If End-Users allows the Support Term to expire, it must expire for all of End-User licenses. In the event End-User allows Support to lapse, it may thereafter renew such Support for the affected software (*i.e.*, End-User must renew all of the its licenses) by issuing a purchase order for the the GSA Pricelist SMS Fee and an amount equal to the total aggregate SMS Fee that would have been payable for the affected software during the period of lapse (as if the End-User never terminated this Agreement).

## Exhibit B

### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**AGREEMENT**”) IS A LEGALLY BINDING AGREEMENT BETWEEN the Ordering Activity under GSA Schedule contracts (“**CUSTOMER**” or “Ordering Activity”) AND NUIX. THIS AGREEMENT SHALL GOVERN THE PERFORMANCE OF THE SERVICES (AS DEFINED BELOW) PROVIDED BY NUIX TO CUSTOMER, AS DETAILED IN A STATEMENT OF WORK. CUSTOMER ACKNOWLEDGES THAT BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. NUIX AND CUSTOMER ARE HEREINAFTER REFERRED TO AS, INDIVIDUALLY, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**.”

#### 1. DEFINITIONS.

- a. "**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, and marketing. The Nuix Software is Confidential Information of Nuix. Nuix recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.
- b. "**Customer Materials**" any documents, data, software and other materials provided to Nuix by Customer, including such materials that are designated as customer-owned property in a Statement of Work.
- c. "**Deliverables**" means all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Nuix in the course of performing the Services, including any items identified as such in a Statement of Work.
- d. "**Disclosing Party**" means a party that discloses Confidential Information under this Agreement.
- e. "**Intellectual Property Rights**" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- f. "**Licensee Materials**" means any documents, data, know-how, methodologies, software and other materials provided to Service Provider by Licensee.
- g. "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- h. "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Nuix in connection with performing the Services, in each case developed or acquired by Nuix prior to the commencement or independently of this Agreement.
- i. "**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.
- j. "**Nuix Personnel**" means all employees and sub-contractors, if any, engaged by Nuix to perform the Services.
- k. "**Services**" mean any professional or other services to be provided by Nuix under this Agreement, as described in more detail in the Statement of Work, and Nuix's obligations under this Agreement.
- l. "**Statement of Work**" means a written transactional document signed by an authorized representative of each Party and entered into under this Agreement that describes the Services to be provided by Nuix.

2. **PROVISION OF SERVICES.** During the Term, Nuix shall perform the Services set forth in the Statement of Work. Nuix shall determine the manner and means of performing and providing the Services and shall use commercially reasonable efforts to provide the Services in accordance with any agreed or estimated time schedules set forth on the applicable Statement of Work.

#### 3. CHANGE ORDERS.

- a. In the event that Customer or Nuix requests a change in any of the specifications, requirements, Deliverables, or scope of the Services described in any Statement of Work, the Party seeking the change shall propose the application changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each Party's contract managers shall meet, either in person or via remote (telephone, web, etc.) conference, to discuss and agree upon the proposed changes. Nuix will prepare a change order describing the proposed changes to the Statement of Work and the applicable changes in fees and expenses, if any (each, a “**Change Order**”). Change Orders are not binding unless and until they are executed by both parties in writing. Executed Change Orders shall be deemed part of, and subject to, this Agreement and the applicable Statement of Work. In the event that the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management officers for resolution.
- b. Notwithstanding Section 3(a), Nuix may, periodically review and modify the Services: (i) without notice to Customer in order to comply with any applicable safety or statutory requirements, or (ii) subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed, in each case provided that such changes do not materially affect the nature, scope of, or fees or other charges for the Services.

c. Reserved.

- d. Reserved.
- 4. **LICENSEE ASSISTANCE.** In the event the Services are provided on Customer's premises, Customer shall provide safe and adequate space, power, network connections, materials, access to its hardware, software and other equipment and information, and assistance from qualified personnel familiar with Customer's hardware, software, other equipment and information, and data processing requirements, as reasonably requested by Nuix and in accordance with applicable Government security requirements. Customer acknowledges and agrees that Nuix's ability to successfully provide the Services in a timely manner is contingent upon its receipt from Customer of the materials, information, and assistance requested. Nuix shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, its agents or employees.
- 5. **SUBCONTRACTORS.** Nuix may, upon notice to Customer, subcontract all or any part of the Services to be performed hereunder to any third party, provided that Nuix remains primarily responsible to Customer for the performance of any such subcontracted Services.
- 6. **FEES AND PAYMENT.**
  - a. Reserved.
  - b. Where the Services are provided on a time and materials basis: (i) the fees payable for the Services shall be calculated in accordance with Nuix's hourly fee rates in accordance with the GSA Pricelist for the Nuix Personnel set forth in the applicable Statement of Work; and (ii) Nuix shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section together with a detailed breakdown of any expenses for such month incurred in accordance with Section 6(e).
  - c. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work in accordance with the GSA Pricelist.
  - d. Where fixed cost items (*e.g.*, hardware rental, software licenses, etc.) are included in the Services, the total price of those items shall be paid to Nuix in advance of commencement of any Services.
  - e. Ordering Activity Licensee agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document. Customer shall only be liable for such travel and expenses as approved by Customer and funded under the applicable purchase order.
  - f. Reserved.
  - g. Reserved.
  - h. Reserved.
  - i. Reserved.
- 7. **INTELLECTUAL PROPERTY RIGHTS.**
  - a. As between Customer and Nuix, all Intellectual Property Rights and all other rights in and to the Deliverables (except for any Confidential Information of Customer or Customer Materials) and the Pre-existing Materials shall be owned by Nuix. Nuix hereby grants Customer a license to use all such rights free of additional charge and on a non-exclusive, worldwide, royalty-free and perpetual basis to the extent necessary to enable the Customer to make reasonable use of the Deliverables and the Services.
  - b. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Nuix shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.
- 8. **WARRANTY AND DISCLAIMER.**
  - a. **Warranty.** Nuix warrants that (i) it and each of its employees that provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services; and (ii) the Services will be performed for and delivered to Customer in a workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Nuix's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation. If through no fault or delay of Customer, the Services do not conform to the foregoing warranty, and Customer notifies Nuix within ten (10) days of Nuix's delivery of the Services, Nuix's entire liability and Customer's sole remedy will be for Nuix to either, at Nuix's option, (i) re-perform the non-conforming portions of the Services or (ii) refund the contract price paid by Customer in the applicable Statement of Work for the non-conforming portions of the Services.
  - b. **DISCLAIMER.** THE WARRANTIES STATED IN SECTION 8(a) ABOVE ARE THE EXCLUSIVE OBLIGATIONS OF NUIX, AND THE SOLE REMEDIES OF CUSTOMER, RELATED TO THE SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS. NUIX DOES NOT GUARANTEE THAT THE SERVICES OR DELIVERABLES WILL IDENTIFY AND/OR RESOLVE ANY ISSUES REQUESTED BY THE CUSTOMER AND/OR DETAILED IN THE STATEMENT OF WORK.