For the avoidance of doubt, all references to the manufacturer in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Nuix.”

**TERMS AND CONDITIONS FOR ALL NUIX PRODUCTS AND/OR SERVICES**

1. **GENERAL UNDERSTANDING**
   a. **General.** These terms and conditions (“Agreement”) shall take effect on the date of any order that incorporates them either in full text or by reference (“Effective Date”). Nuix North America Inc. (“Nuix”) with offices at 1101 30th street, Suite 500, Washington DC, 20007, represents and warrants that it is the author and owner of the Software or has the legal right to market the Software.

   b. **Software Usage.** Contractor grants to End-User, and End-User accepts, the non-transferable right to use the Software as described in the Quotation (above), Appendix B - EULA & Appendix C – Maintenance, Support & Training.

   c. **Confidentiality.** Each party acknowledges that it will have access to certain confidential information of the other party and in the case of End-User, its Customers, concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include 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. Confidential Information will also include, but not be limited to, Nuix's proprietary technology, including Nuix 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 licensed 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 by either party. Confidential information also includes any customer information in relation to work in progress, term, scale, pricing, and invoicing. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, nor disclose to any third party (except as required by law, court order or regulatory/professional body requirement or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. NUIX agrees that End-User is permitted to disclose the Software's user interface to Customers and potential Customers, End-User will not, nor shall it (to the extent it is able) allow the removal or defacement of any confidentiality, copyright or other proprietary notice placed on the Software or other items of information. The placements of copyright notices on these items will not of itself constitute publication or otherwise impair their confidential nature.

   d. **Ownership.** All patents, copyrights, trade secrets and other proprietary rights in or related to the Software, its documentation and other related materials are and will remain the exclusive property of Nuix. End-User will not take deliberately and knowingly any action that jeopardizes Nuix' proprietary rights or acquire any right in the Software or in Nuix' Confidential Information, except the limited rights specified in this Agreement. Nuix will own all rights in any copy, translation, modification, adaptation or derivation of the Software, marketing materials or other items of Nuix' Confidential Information, including any improvement or development thereof. Nothing in this Agreement will be construed to convey any title or ownership rights in the Software to End-User or its Customers. Neither End-User nor its Customers will copy, translate, adapt, modify, reverse engineer, decompile, disassemble or...
apply any process, technique or procedure or make any attempt to ascertain or derive the source code to the Software.

2. END-USER OBLIGATIONS
   End-User License Agreement (EULA). The End-User will be bound by the Nuix EULA which is attached as Appendix B to this agreement.

3. TERM
   a. Term. This License will become effective as of the date an Order incorporating this License is signed by the Contracting Officer (the “Effective Date”).

   b. Reserved.

4. RESERVED.

5. ASSIGNMENT, MODIFICATION
   End-User may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights or obligations without Nuix’ prior approval.

6. INTELLECTUAL PROPERTY INDEMNITY
   a. Intellectual Property Indemnity. If an action is brought against End-User claiming that any particular Software product infringes any third party intellectual property right, Nuix will defend End-User as applicable at Nuix' expense and, subject to Section 6, pay the damages and costs finally awarded against End-User in such infringement action or agreed in settlement, but only if (i) End-User notifies Nuix promptly upon learning that the claim might be, or has been asserted, (ii) Nuix has sole control over the defence of the claim and any negotiation for its settlement or compromise (unless granting such control is prohibited by law or regulation) and (iii) End-User takes no action with respect to the claim that, in Nuix's reasonable judgment, is contrary to Nuix's interest in the litigation. Nuix will keep End-User informed as to the progress of any claim.

   b. Additional Remedy. If a claim as described in clause 6(a) may be or has been asserted, End-User will, except where otherwise required by law or regulation, permit Nuix, at Nuix's option and expense, to (i) procure the right to continue using the Software, (ii) replace or modify the Software to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Software in exchange for a refund of the amount that End-User actually paid to Nuix for such Software, less depreciation based on a two (2) year straight-line depreciation schedule.

   c. Limitation. Nuix will have no indemnity obligation to End-User if the intellectual property right infringement claim results from (i) a correction or modification of the Software not provided or approved by Nuix, (ii) the failure to promptly install an Upgrade that would have eliminated the actual or alleged infringement; or (iii) the combination of the Software with other items not provided or approved by Nuix, but only if the claim would not have arisen from use of the Nuix Software alone, but NUIX shall have the indemnity obligation to End-User if the software is intended to be used with the other items.

7. Reserved.

8. Notices. Any notice given under this Agreement will be in writing, delivered to the relevant addresses contained in this Agreement and will be considered given when received. Any notice may be delivered by regular
mail, electronic mail, fax or courier. Notices to Contractor should be addressed to immixTechnology, Inc. 8444 Westpark Drive, Ste 200, McLean, VA 22102, Attention: Scott Needleman, Vice President.

9. Publicity. Except as otherwise required by law and regulation (including the Freedom of Information Act), neither party shall use the name, logo or trademark of the other party (or of its third party vendors) in any press release, advertising or other publicly disseminated document or materials without the prior written consent of the other party.

10. Reserved.
11. Reserved.
12. Reserved.
13. Reserved.
14. Severability. If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised so that it may be enforced to the greatest extent permitted by law.

APPENDIX B. Nuix End User Licence Agreement (EULA)

NUIX EULA
This is the end user license between Contractor and you (the “End-User” or “Licensee”). Contractor agrees to provide access to Nuix's software in the manner set out in this License.

1. Definitions
"Commencement Date" means the date an Order incorporating this License is signed by a Contracting Officer, or in the absence of such a date in the Proposal, the date referenced on the invoice sent to the Licensee or Reseller whichever occurs earlier.

"Confidential Information" means all information designated as confidential in the Proposal and 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, except for information that may not be designated as “confidential” or that is required to be disclosed under law or regulation (including the Freedom of Information Act), 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 licensed 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) Reserved.
"Documentation" means any documentation in relation to the Software provided by Nuix to the Licensee;
"Expiry Date" means the date on which annual software maintenance expires (if not renewed);
"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;
"Licence 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 this Quotation (including attached terms and conditions) or any proposal by Contractor to grant the Licensee a licence to use the Software;
"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;
“Reseller” means an authorised entity or person permitted to re-sell Nuix software on behalf of Nuix.
"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 this 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;
"Territory" means the territory set out in this 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. License
2.1 Subject to clauses 2.2 to 2.7 and the Restrictions on Use, Nuix grants to the Licensee a license 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;
   (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-built 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. Reserved.

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. Limited Warranty
5.1 Nuix warrants that the Software will perform substantially in accordance with the Documentation for a period of 15 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 15 days.
5.2 The warranty in clause 5.1 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;
   (e) the Licensee has breached the terms of this Agreement; or
   (f) the Licensee or an affiliate of the Licensee has engaged in a trial period.

5.3 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; or
   (b) refund the Licence Fee.

6. Limitation of Consequential Damages

6.1 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 RESERVED.

7. Term

7.1 This Agreement will commence on the Commencement Date (i.e., the date the Order is signed by the Contracting Officer) and will continue until the Expiry Date unless terminated earlier in accordance with the terms of this Agreement.

7.2 Reserved.

8. End of Term

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) Reserved; 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.

10. **General**

10.1 Reserved.

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

10.3 Reserved.

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 Reserved.

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

10.7 Reserved.

10.8 Reserved.

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) Reserved;
(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.
APPENDIX C. Maintenance, Support & Training

1. Maintenance

The End-User of a fully paid and current Annual License is entitled to software upgrades to the extent made generally available by Nuix.

2. Support

(i) Use of support@nuix.com: Subject to Clause 3, End-User Responsibilities, the End-User of a fully paid and current Annual License is entitled to use Nuix Software Customer Support (Support) for the following:

(a) clarification of software’s functions, features, operations and documentation; and

(b) error verification, analysis and correction.

(ii) Access to Support. Support is accessed primarily through email at 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 Europe, the US and Australia. The support@nuix.com customer support channel is operational from 6am to 9pm EST Monday through Friday (except for observed United States Federal holidays).

(iii) Response Times. Upon receipt of an email at support@nuix.com, the Support Team will respond as detailed below. All response times are during Standard Business Hours only. The End-User’s designated point-of-contact will receive immediate email notification of receipt of a Support email and the support issue 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 & also includes general clarification issues outlined in 2.(i)(a) above.

(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.

(c) Priority 3 Issue (Medium):

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 Licensed Software.

(d) Priority 4 Issue (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

<table>
<thead>
<tr>
<th>Priority</th>
<th>Response Time</th>
<th>Target Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 Issue</td>
<td>3 hours</td>
<td>1 business day</td>
</tr>
<tr>
<td>Priority 2 Issue</td>
<td>6 hours</td>
<td>3 business days</td>
</tr>
<tr>
<td>Priority 3 Issue</td>
<td>8 hours</td>
<td>Next maintenance release</td>
</tr>
<tr>
<td>Priority 4 Issue</td>
<td>8 hours</td>
<td>Next maintenance release</td>
</tr>
</tbody>
</table>
If an End-User is not available, Nuix will not be liable for adhering to the Response Times. At no time does Nuix guarantee a “fix” during a Response 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 providing these items immediately will help to reach resolution more quickly.

(iv) **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.

(v) **Exclusions to support services.** The Support and Maintenance Fee (Initial or Renewal Fee) does not include services where the End-User requests custom development, consulting or professional services.

Examples of maintenance and support services not covered by this agreement include:

(a) Administrator or end user training,

(b) Customer requested enhancements and features

(c) Software installation

(d) Environment configuration

(e) Environment trouble shooting issues not associated with the Software

(f) Trouble shooting problems with data that was not formatted in accordance with our standard load file specifications

(g) Onsite support

(vi) **Reserved.**

3. **Customer Responsibilities**

(a) End-User Contacts: End-User shall appoint up to three (3) individuals, Nuix Trained Users, who are trained & knowledgeable in the operation of the Nuix Software to serve as the primary contacts with Nuix for all Support communication. All Nuix Support communications shall be initiated through these contacts. End-User may change its primary or alternate contacts at any time upon written notification to Nuix. Each of the Nuix Trained Users MUST undergo a minimum of 8 hours of Nuix training BEFORE accessing the Nuix Support Team.

(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.
4. Nuix Training

Nuix training packages are available as follows:

1. 1 hour webex – basic review: to flash train attorneys & analysts in document review within Nuix
2. 4 hour webex – basic working: to quickly provide a working knowledge of Nuix basic functionality
3. 1 day onsite - standard: to provide a standard working knowledge of Nuix’ functionality
4. 1 day onsite – advanced: tailored to provide expert level training on selected fields such as scripting, advanced workflows, etc
5. 2 day onsite - advanced: to transfer a robust understanding of the full spectrum of Nuix functionality

Nuix can also provide training specific to particular areas of interest.

The descriptions of Nuix Training Courses are as follows:

<table>
<thead>
<tr>
<th>Course Type</th>
<th>Course Description</th>
<th>Number of attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 hour webex</td>
<td>Basic Review</td>
<td>No limit</td>
</tr>
<tr>
<td>4 hour webex</td>
<td>Basic Working Knowledge</td>
<td>10</td>
</tr>
<tr>
<td>1 Day Onsite (8 hours)</td>
<td>Standard</td>
<td>10</td>
</tr>
<tr>
<td>2 Day Onsite (16 hours)</td>
<td>Advanced Working Knowledge:</td>
<td>10</td>
</tr>
<tr>
<td>1 Day Onsite (8 hours)</td>
<td>Advanced: Expert¹</td>
<td>4</td>
</tr>
</tbody>
</table>

1. Expert level courses are only offered to those who have taken the Advanced Working Knowledge course or are able to demonstrate a high level of proficiency with Nuix.