**RESELLER AGREEMENT**

This Reseller Agreement (as amended, restated, supplemented or otherwise modified from time to time, together with all other exhibits, schedules, attachments and appendices attached hereto, collectively, this “**Agreement**”) is effective as of [DATE] (**“Effective Date”)** by and between **NUIX** (as defined in Section 1.7) and [COMPANY NAME],with its principal place of business at [LOCATION] (**“Reseller”**).

**RECITALS**

WHEREAS, Nuixdevelops, markets and licenses electronic legal discovery, electronic investigation, information governance, and cyber-security software applications and related services.

WHEREAS, Nuix intends that Reseller shall become a reseller of Nuix software applications and associated services within the Territory, subject to the restrictions set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, subject to the mutual promises and covenants herein, the parties agree as follows:

**1. Definitions**

1.1 “**Documentation**” means all user guides and manuals, specifications, product descriptions, release notes, installation notes, and other materials in any form included in each commercial software package delivered to the End-User with an object code copy of the Software, in either physical or electronic form, as well as any and all revised or updated versions of the same developed after such delivery.

1.2 **Intentionally Omitted.**

1.3 “**End-User**” means that entity which licenses the Software and is granted a license by Nuix under the terms of any EULA for such entity’s own internal business purposes and not for purposes of further distribution to others.

1.4 “**EU Data Protection Laws**” means all applicable laws of the European Union relating to the processing of personal data, including in particular Directive 95/46/EC and, from 25 May 2018, Regulation (EU) 2016/679, and the terms “**Personal Data**”, “**Controller**”, and “**Processor**” shall have the meanings given to them in those laws. For the avoidance of doubt, this shall include the laws of the United Kingdom where that nation is no longer a Member State of the E.U. provided its data protection laws continue to be substantially based upon EU Data Protection Laws.

1.5 “**EULA**” means the most recent form of the End-User License Agreement included by Nuix in each Software package, as a “click wrap” agreement, delivered to the End-User in electronic form upon installation and/or using the Software, and found here: https://www.nuix.com/legal (or other such URL as Nuix makes available from time to time).

1.6 “**Marketing Materials**” means all Product-related materials including technical bulletins, newsletters, brochures, distribution material, advertising literature, product literature and other software product data (other than Documentation) which are created by Nuix for promotional purposes or as End-User aids, in any form, and which are made generally available to distributors and/or End-Users by Nuix.

1.7 “**Nuix**” means the applicable entity specified in Section 13.6.

1.8 “**Price Lists**” means the then-current relevant list prices for Nuix Products as communicated by Nuix to Reseller in writing from time to time. For the avoidance of doubt, the Price Lists apply to sales of Nuix Products to Reseller only and not to any onward sales by Reseller to End-Users. Reseller shall at all times be free to determine its pricing to End-Users independently.

1.9 “**Product(s)**” means the Software and all Services, collectively.

1.10 “**Professional Services**” means Nuix implementation, consulting, installation, and/or training services.

1.11 **Intentionally Omitted.**

1.12 “**Services**” means any Professional Services and/or Support Services (as applicable).

1.13 “**Software**” shall mean those applications and solutions described on the Price List, in object code form, together with the related Documentation, in each case as may be updated by Nuix from time to time, provided that Nuix reserves the right, in its sole and absolute discretion, to withhold certain Nuix software from distribution under this Agreement by written notice to Reseller.

1.14 “**Support Services**” shall mean the Nuix support and maintenance services provided to the End-User pursuant to the Nuix Support and Maintenance Services Agreement (“**SMS Agreement**”) found here: <http://www.nuix.com/legal>http://www.nuix.com/legal (or other such URL as Nuix makes available from time to time).

1.15 “**Territory**” means the area or region set forth in **Schedule 1**, subject to Section 7.2 hereof, in which the Reseller may solicit orders for, and market, promote, demonstrate, sell and distribute, Products; if **Schedule 1** does not indicate an area or region, the “**Territory**” means the country where the Reseller is domiciled.

**2. Rights, License Grants and Restricted Use.**

2.1 Appointment and Authority of Reseller. Subject to the terms of this Agreement, Nuix hereby appoints Reseller as an independent, non-exclusive reseller to solicit orders for, and market, promote, demonstrate, sell and distribute, the Products to End-Users in the Territory. Each End-User must be located in and take delivery of the Products within the Territory.

2.2 No right to appoint Sub-Resellers. The rights granted under Section 2.1 do not include, Reseller’s right to appoint or engage sub-distributor(s), agent(s), dealer(s) and/or any other representative(s) to market and resell the Products and to sell Product in the Territory.

2.3 End-User License. Reseller shall notify each prospective End-User, prior to selling them any Software, that the use of such Software is subject to such prospective End-User’s agreement to the EULA. The EULA currently used by Nuix is a “click-wrap” agreement and as such requires no handling or other involvement by Reseller. Reseller shall refer all End-User questions or requests for changes related to the EULA to Nuix and acknowledges that it has no authority to negotiate, modify, amend or waive any of the terms of the EULA on behalf of Nuix. Any use of the Software by Reseller permitted under this Agreement is subject to the terms of the EULA. Nuix reserves the right to amend, or take or refrain from taking any action in respect of, the EULA from time to time in its sole discretion.

2.4 Demonstration License. Nuix hereby grants Reseller a non-exclusive, non-transferable, paid-up, royalty-free, license to copy, install and run the Software during the term of this Agreement in the Territory for customer demonstration purposes only. All use of the Software by Reseller shall be subject to the terms of the EULA. Demonstration licenses granted hereunder shall expire no later than one-hundred eighty days from the date such license is issued (and capped at storage usage of 10GB), unless otherwise agreed to in writing by Nuix.

2.3 Evaluation License. Nuix hereby grants Reseller a non-exclusive, non-transferable, paid-up, royalty-free, worldwide right to allow potential End-Users to copy, install and run the evaluation versions of Software in the Territory solely for the purpose of allowing Reseller’s prospective customers and End-Users to evaluate such Software (and in any event not for production use), subject to such End-User’s agreement to the EULA with respect thereto. Evaluation licenses granted hereunder shall expire no later than thirty days from the date such license is issued, unless otherwise agreed to in writing by Nuix and Reseller shall inform End-Users of the same.

2.4 Source Code. Neither Reseller nor any End-User shall possess any rights, title or interest in or to any source code for the Software, including any right to receive any such source code.

2.5 Trademarks, Logo and Trade Names License. All trademarks, service marks, trade names, logos or other words or symbols identifying the Software or Nuix's business (the “**Nuix Marks**”) are and will remain the exclusive property of Nuix. Reseller will not acquire any rights, title or interest in or to the Nuix Marks, except the limited use rights expressly specified in this Agreement. Subject to Nuix’s trademark and brand policies, which may be amended from time to time in Nuix’s sole discretion, and the terms and conditions of this Agreement, Nuix hereby grants to Reseller a non-exclusive, non-transferable, revocable, and non-sublicensable license to use the Nuix Marks in the Territory during the Term solely in connection with the promotion, advertising, and resale of the Products in accordance with the terms and conditions of this Agreement. Reseller shall submit all uses of the Nuix Marks to Nuix for review prior to such use; provided that non-material updates, alterations, and modifications in the ordinary course need not be submitted. Reseller will promptly discontinue the display or use of any trademark to change the manner in which a trademark is displayed or used with regard to the Products when requested by Nuix. Reseller shall include all notices and legends with each use of the Nuix Marks as may be required by applicable law or that may be requested by Reseller in order to protect Nuix’s rights in the Nuix Marks.

2.6 Co-Marketing. Nuix and Reseller shall use commercially reasonable efforts to engage in marketing and promotional activities; provided that Nuix shall not be required to participate in any specific marketing or promotional activities. The Program Schedule may set forth additional Reseller marketing obligations.

2.7 Non-Exclusive Agreement. Except as set forth in Section 4.2, Nuix reserves the right to solicit Product orders from, and market, promote, demonstrate, sell and distribute, Products directly to, End-Users, other resellers, or other business entities within the Territory. Reseller reserves the right to market, promote, demonstrate, sell and distribute any other products directly to, and to solicit orders for such other products from, other resellers, or other business entities, including products which may compete with the Products. Reseller shall have no obligation of exclusivity hereunder and shall have the right to buy, market, promote, demonstrate, sell and/or distribute the same products or services from any other source.

2.8 Program Schedule. Nuix shall provide to Reseller those margins set forth in **Schedule 1 (“Program Schedule”)**. The Program Schedule may also include additional responsibilities or obligations of the Reseller, including but not limited to support obligations, training requirements, and revenue targets. Reseller shall fulfill all of its obligations and adhere to the requirements set forth in the Program Schedule. NOTWITHSTANDING ANYTHING TO THE FOREGOING IN SECTION 13.14, NUIX RESERVES THE RIGHT TO MODIFY THE PROGRAM SCHEDULE**,** IN ITS SOLE AND ABSOLUTE DISCRETION, UPON TEN (10) DAYS’ NOTICE TO THE RESELLER. For the avoidance of doubt, should Reseller and Nuix not execute aProgram Schedule, the Reseller shall only be entitled to a 5% margin off the Price Lists. For the avoidance of doubt, margin means the reduction or discount from the price charged by Nuix to Reseller as set out in the Price List. It does not relate to difference or margin between Nuix's supply price to Reseller and Reseller's resale price to End-User. Reseller shall at all times be free to determine its pricing to customers independently.

**3 Reseller Obligations and Responsibilities**.

3.1 Reverse Engineering. Reseller acknowledges that Nuix owns all intellectual property rights in the Software and Documentation and this Agreement does not convey to Reseller any express or implied intellectual property rights in the Software or the Documentation. Reseller shall not and shall procure that each End-User shall not: (i) modify, adapt, translate, decompile, disassemble, examine or otherwise reverse engineer and reassemble or otherwise reduce to human perceivable form or attempt to derive source code (or the underlying ideas, algorithms, structure or organisation) of, the Software by any means whatsoever; or (ii) remove, alter or seek to alter any identification, copyright or other notices contained in the Software and/or the Documentation.

3.2 Non-solicitation. For the term of this Agreement and the twelve (12) months following the termination or expiration of this Agreement, Reseller shall not employ or enter into an independent contracting relationship, or attempt to employ or enter into an independent contracting relationship or induce or cause a third party to employ or enter into an independent contracting relationship, with: (i) any then current employee of Nuix; or (ii) any former employee of Nuix employed by Nuix during the term of this Agreement, without the prior written consent of Nuix. If Reseller violates this provision, then, in addition to any other remedies available under law, Reseller shall pay to Nuix, as liquidated damages, an amount equivalent to two times such person’s annual salary as an employee of Reseller or annual cash remuneration as an independent contractor of Reseller. Notwithstanding the foregoing, the restrictions of this Section 3.2 shall not apply to Reseller’s employment of or contracting with any then current of former employee of Nuix who responds to a general solicitation by Reseller that is made publicly available in good faith by Reseller.

3.3 Representations; Marketing. Reseller shall not: (i) make any representations to End-Users about the quality, capabilities, or reliability of the Products other than the representations contained in the Documentation or Marketing Materials; (ii) make any representations, warranties, or commitments, express or implied, which purport to bind, or do bind, Nuix; and (iii) engage in any deceptive, misleading, illegal, or unethical practices. Reseller will ensure that its sales representatives and agents receive appropriate training relating to the Products and the sale and promotion of the Products.

3.4 Nuix’s Goodwill. Reseller shall: (i) promote Nuix’s good reputation and shall refrain from and avoid committing any act or deed which would or may in any way be, or appear to be, detrimental to or reflect negatively on Nuix’s name and reputation in the Territory or elsewhere; and (ii) not alter, tamper with, revise, or otherwise modify in any manner, to any extent, any proprietary notices that may appear in, or on any visual display of, the Products, Documentation or Marketing Materials.

3.5 Regulatory Requirements. Reseller shall notify Nuix of, and shall perform all of its obligations hereunder and otherwise in respect of the Products, in compliance with the requirements of all applicable laws, rules, and regulations, including as such applicable laws, rules and regulations may change from time to time.

3.6 Reseller Expenses. All expenses incurred in connection with the promotion, advertising, marketing, and distribution of the Products shall be the responsibility of Reseller, except as expressly agreed to in writing by Nuix in advance of such expenses being incurred.

3.7 Insurance. Reseller shall maintain at its own expense during the term of this Agreement such comprehensive general liability, professional errors and omissions and all risks property insurances which are reasonably necessary to cover its obligations and potential liabilities under this Agreement. Such policies of insurance shall contain reasonable terms and conditions. Reseller shall provide Nuix with proof of such insurance coverage and policies upon Nuix’s request.

3.8 Prohibited End-Users. Reseller shall not solicit orders from, or market, sell or distribute any Products to, any: (i) United States governmental entity, United States Governmental End-Users, or United States government authorized agents (unless expressly permitted in **Schedule 1**); or (ii) data service providers or advisory companies that offer service bureau-type services, whether directly or in a series of related transactions, without the prior written consent of Nuix.

3.9 Reseller Support for Software. If expressly set forth in the Program Schedule, Reseller shall provide applicable technical support for the Software, to the level described in the Program Schedule (“**Reseller Support**”), and Nuix shall have no obligation to support End-Users (except for, subject to payment of all applicable fees, providing access to upgrades, updates and maintenance releases to the extent and in the same manner as made generally available by Nuix to its other end-users). Reseller Support shall be at least as comprehensive as the terms of the SMS Agreement. Where Reseller is providing Reseller Support, Nuix shall provide support, as set forth in the SMS Agreement, to Reseller, provided that Nuix may, in its sole and absolute discretion, set certain fair use guidelines on Reseller’s access to such Nuix support. If Reseller will be providing technical support, Nuix hereby grants Reseller a non-exclusive, non-transferable, paid-up, royalty-free, license to copy, install and run the Software during the term of this Agreement in the Territory for the purposes of providing such support. All use of the Software by Reseller shall be subject to the terms of the EULA.

3.10 Nuix Professional Services; Reseller as Prime Contractor. Where End-User requires certain Professional Services to be provided by Nuix in connection with Reseller’s sale of the Software, and unless Nuix chooses to provide such Professional Services directly to such End-User, Nuix will perform such Professional Services as a subcontractor to Reseller pursuant to the terms of the Subcontract Addendum, which is attached to (and made part of) this Agreement as Schedule 2 (“**Subcontract Schedule**”). For the avoidance of doubt, when directed by Nuix, Reseller will to enter into a service contract with the End-User for the Nuix Professional Services; then, Reseller (acting as the prime contractor to End-User) will issue Nuix a work order for Nuix to provide such Professional Services to End-User as a subcontractor of Reseller pursuant to the terms of the Subcontract Schedule. Notwithstanding Nuix’s acting as a subcontractor hereunder, as between Nuix and Reseller, Reseller expressly assumes the risk of the delivery (or non-delivery) of such Professional Services to the End-User.

3.11 EU Data Protection. Reseller shall be a separate Controller in relation to its processing of any End-User Personal Data collected in the course of exercising its rights under this Agreement, including in relation to processing for customer relationship management and marketing purposes, and shall comply with its obligations under the EU Data Protection Laws in relation to such processing.

**4. Nuix Obligations and Responsibilities**.

4.1 Marketing and Administrative Support. Nuix shall, from time to time and at its own expense, provide Marketing Materials and administrative and technical support for Nuix Products of a quantity and nature that Nuix determines is reasonable and adequate for the purposes of this Agreement.

4.2 Training. During the term, Nuix shall provide to Reseller adequate sales and technical training, at Reseller’s expense (unless otherwise agreed), in order for Reseller to fully understand the value proposition, technical requirements and functionality of the Software. Training may include, but is not limited to, sales and licensing sessions with Nuix sales staff, technical review sessions with Nuix engineers, Reseller participation in the deployment and configuration of the Software for use by End Users, and functional review sessions that detail Nuix prescribed best practices around use of the Software, in each case, as determined in the reasonable discretion of Nuix.

4.3 Support and Maintenance of Software. Unless otherwise specified in the Program Schedule, Nuix will directly provide End-Users with Support Services in accordance with the terms of the SMS Agreement. Nuix shall have no obligation, other than those obligations specifically set forth herein, to provide any support services to Reseller except as set forth in Section 3.9, to the extent applicable.

**5. Orders and Delivery.**

5.1 Purchase Orders. Reseller shall order Products for delivery to End-Users on a written purchase order form (a “**Purchase Order**”). All Purchase Orders shall be subject to acceptance by Nuix (such acceptance shall be at Nuix’s sole discretion). Orders may be placed by Reseller by emailing a Purchase Order to the Nuix sales representative responsible for Reseller’s account. For the avoidance of doubt, any terms and conditions on any submitted Purchase Orders or any other documentation provided to Nuix shall be null and void, unless otherwise agreed between the parties in writing.

5.2 Acceptance. Nuix’s acceptance of a Purchase Order shall be made by sending an electronic acknowledgement and acceptance of a Purchase Order, which may be via email.

5.3 Delivery Methods. Nuix will deliver the Software to the End-User by an electronic delivery method or by reproduction of a master CD or DVD, as determined by Nuix. Nuix will issue a temporary license key for the Software until all the fees related to the Software have been paid in full, at which time Nuix will issue a license key for the full Term (as defined in the EULA). Should Reseller not pay the applicable fees as set forth herein, Nuix may suspend or terminate the use of the Software.

**6. Pricing Terms.**

6.1 Pricing. The fees due to Nuix for Products resold by Reseller are as set forth on the Price List, less the applicable margin identified in **Schedule 1**, or any special price that is afforded Reseller by Nuix in writing signed by the Region CEO of the applicable Nuix entity for the Territory. For the avoidance of doubt, margin means the reduction or discount from the price set out in the Price Lists or Program Schedule as applicable. It does not relate to difference or margin between Nuix's supply price to Reseller and Reseller's resale price to End-User. Reseller shall at all times be free to determine its resale pricing to End-Users independently.

6.2 Products and Price Protection. If Nuix changes the prices for Products covered hereunder, and such change results in a higher price to Reseller for any Product, Nuix shall honor the proposed price for Reseller’s customer orders, to the extent set forth on an appropriately delivered and accepted Purchase Order, that are based on the existing Price List. Nuix may accept, in its sole discretion, in accordance with the terms and conditions hereof, including, without limitation, those of Section 10, any of Reseller’s customer Purchase Orders for Products received by Reseller that may be outstanding on the date of the expiration or termination of this Agreement. Subject to the restrictions of this Section 6.2, Nuix may amend Price Lists at will and in its sole discretion, provided that Nuix shall give Reseller thirty days’ prior written prior to the effectiveness of any new Price Lists.

6.3 Price Increase on Renewals. Notwithstanding Section 6.2, the price charged by Nuix for renewals of Products shall be increased by no less than five (5) percent of all the fees charged for such Products during the previous licensed/charged period, provided that for the renewal of any support term in connection with a perpetual license, Nuix may charge the greater of (a) 20% of the then current list price license fee in relation to the supported Product(s), or (b) a 20% increase over the previous year’s support fee

6.3 Special Bid Provision. Certain customer bids that Reseller pursues under this Agreement may represent opportunities of strategic significance to Reseller, to Nuix, or to both. In such situations, Reseller shall have the right to petition Nuix for additional margin (that is any additional reduction in the price charged by Nuix to Reseller) deemed reasonably necessary to be competitive in relation to the specific opportunity. Nuix shall promptly respond to such petitions and will treat each petition with all reasonable consideration, mindful of Reseller’s objective of developing a competitive bid which will optimize Reseller’s responsiveness, and therefore, its likelihood of securing the resulting business. Notwithstanding the foregoing, any additional margin (that is any additional reduction in the price charged by Nuix to Reseller) shall be as determined, if at all, by Nuix in its sole discretion and must be in writing signed by the Region CEO of the applicable Nuix entity for the Territory.

**7.** **Payment Terms.**

7.1 Payment. Upon the acceptance of a Purchase Order, Nuix will invoice Reseller. Payment from Reseller to Nuix is due thirty (30) days after the issuance of the applicable invoice. Unless stated otherwise in the applicable invoice, all payments to Nuix by Reseller shall be made in USD and by transfer of immediately available funds to the account listed on the invoice. Reseller acknowledges that it assumes the risk of non-payment by the End-User.

7.2 Support Service Payments. Support Services payments are due annually to Nuix and shall be paid within thirty days following the initial anniversary of the start of such Support Services.

7.3 Professional Services Payments. As applicable, terms of payment from Reseller to Nuix for Professional Services are set forth in the Subcontractor Schedule.

7.3 Credit Warranty. Each issuance of a Purchase Order to Nuix constitutes Reseller’s representation and warranty that Reseller can pay for the Products identified in the Purchase Order in accordance with the terms of this Agreement. Reseller shall furnish Nuix with such statements accurately and fairly evidencing Reseller’s financial condition as Nuix may, from time to time, reasonably request. Throughout the Term, Reseller shall be in compliance with all loan or financing covenants and other obligations to its lenders. Reseller shall notify Nuix immediately of any and all events that have had or may have a material adverse effect on Reseller’s business or financial condition, including any change in management, sale, lease or exchange of a material portion of Reseller’s assets, a change of control or ownership, or breach of any loan or financing covenants or other material obligations of Reseller to its lenders. If, at any time, Nuix determines in its sole but reasonable discretion that Reseller’s financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Nuix’s other rights under this Agreement, at law or in equity, Nuix may without liability or penalty, take any of the following actions: (i) on five (5) business days’ notice, modify the payment terms specified in Section 7 for outstanding and future purchases, including requiring Reseller to pay cash in advance or cash on delivery; (ii) reject any Purchase Order received from Reseller; (iii) cancel any previously accepted Purchase Orders that have not yet been fulfilled or paid; (iv) delay any further shipment of Products to Reseller for which payment has not yet been received; (v) immediately terminate this Agreement; or (vi) accelerate the due date of all amounts owing by Reseller to Nuix.

No actions taken by Nuix under this Section 7.3 (nor any failure of Nuix to act under this Section 7.3) constitute a waiver by Nuix of any of its rights to enforce Reseller’s obligations under this Agreement including the obligation of Reseller to make payments as required under this Agreement.

7.4 Taxes, License Fees and Other Charges. In addition to any other sums payable hereunder, Reseller shall pay and be responsible for all taxes, VAT, fees, duties, and licenses, and for obtaining all governmental or other approvals or other licenses, necessary for or arising from the sale of the Products in the Territory (excluding taxes based upon Nuix income). Upon initial execution of this Agreement and once per year thereafter, the Reseller shall submit to Nuix its Tax Exempt Certificate, if Reseller claims an exemption from the payment of taxes.

7.5 Renewal Payments; Collection. Reseller is solely responsible for the collection of renewal fees for Software and Support Services from End-Users, and payment of those fees to Nuix (“**Renewal Payments**”). Nuix may, in its sole and absolute discretion, accept Renewal Payments directly from End-User (or another Nuix reseller) should Reseller not provide Nuix with timely Renewal Payments and Nuix has provided Reseller with at least ten (10) days’ written notice of its intention to do so. Any Renewal Payment that is late or aged carries the following ruling in terms of margin (that is any additional reduction in the price charged by Nuix to Reseller) due to the Reseller, which the Reseller agrees to:

* < 15 calendar days late Normal margin applies
* 15-45 calendar days late Margin is reduced by 50%
* 46-90 calendar days late Margin is reduced to 5%
* > 90 calendar days late Zero margin is applicable to the Reseller

7.6 Set Off.Nuix may set off any payment due to Reseller, whether under this Agreement or otherwise, against any outstanding amount or claim that Nuix has against Reseller, whether under this Agreement or otherwise.

**8. Confidentiality.**

8.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party and its business, plans, customers, technology, and products, in addition to other proprietary information held in confidence by the other party (“**Confidential Information**”). The meaning of Confidential Information shall 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. The meaning of Confidential Information shall 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 byeither party. The terms and conditions of this Agreement and any customer information in relation to work in progress, terms, scale, pricing, and invoicing shall also be treated as Confidential Information.

8.2 Use of Confidential Information. Neither party shall use Confidential Information in any way, whether for its own account or the account of any third party, or disclose Confidential Information to any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, and except to the extent required by law or court order or to that party’s attorneys, accountants and other professional advisors. Where a party is so required to make such a disclosure, it shall, where practicable and permissible, consult with the disclosing party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure. Each party shall take and shall procure that each third party to which Confidential Information is disclosed take, reasonable precautions to maintain in confidence the Confidential Information, which such precautions shall be at least as stringent as such takes to protect its own Confidential Information.

8.3 Unauthorized Use. In the event of any unauthorized use, disclosure or loss of any Confidential Information of the party disclosing the Confidential Information (the “**Disclosing Party**”), the party receiving the Confidential Information (the “**Receiving Party**”) shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such reasonable actions as may be necessary or requested by the Disclosing Party to minimize the disclosure or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimize the disclosure and any damage resulting therefrom.

8.4 Exceptions. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) is or becomes publicly available through no breach of this Agreement or wrongful act of the Receiving Party; (ii) is obtained by the Receiving Party from a third party without a breach of such third party’s confidentiality obligations; (iii) was in the possession of the Receiving Party at the time of disclosure without any confidentiality obligations; or (iv) was independently developed by the Receiving Party without reference to any Confidential Information.

8.5 Permitted Disclosures. Reseller shall be permitted to disclose the Software’s user interface to End-Users and potential customers and to provide the Documentation and the object code to the Software to End-Users and potential End-Users as described in Section 2, provided that Reseller shall not allow the removal or defacement of any confidentiality, copyright or other proprietary notices placed on the Software, in the Documentation or Marketing Materials, or provided with any other items of information. The placements of copyright notices on these items will not of itself constitute publication or otherwise impair their confidential nature.

8.6 Protective Orders. Should the Receiving Party be compelled by court decree, subpoena or other requirements of law to disclose any of the Confidential Information, it shall promptly notify the Disclosing Party in writing, and use reasonable good faith efforts to: (i) disclose only the specific Confidential Information legally required to be disclosed; and (ii) assist the Disclosing Party (if and to the extent requested by the Disclosing Party) in obtaining a protective order or other appropriate assurances that the confidential nature of the Confidential Information shall be protected and preserved.

8.7 Return of Information. Upon written request by Nuix, Reseller shall immediately return to Nuix all written or other tangible manifestations of material containing Confidential Information (whether prepared by Nuix, its advisors or otherwise) and will not retain any copies, extracts, storage or other reproductions in whole or in part of Confidential Information. All documents, memoranda, notes, analyses, compilations, studies and other writings and data prepared by or on behalf of Reseller, advisors or otherwise based on the information in Confidential Information shall be destroyed, all storage erased, and that destruction shall be certified in writing to Nuix.

8.8 Survival of Confidentiality. Notwithstanding anything in this Agreement to the contrary, the obligations set forth in this Section 8 shall be continuing and binding on the Receiving Party for such time as any Confidential Information disclosed to the Receiving Party remains confidential.

**9. Representations and Warranties.**

9.1 Mutual Representations and Warranties. Each of Nuix and Reseller represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and perform its respective obligations hereunder; (ii) the execution of this Agreement and performance of its duties and obligations hereunder do not and will not violate any law, rule, regulation or agreement to which it is a party or by which it is otherwise bound; and (iii) when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

9.2 Warranty Disclaimer. THE WARRANTIES EXPRESSLY DESCRIBED IN THIS SECTION 9 ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS EXCLUSION OF ALL OTHER WARRANTIES AND CONDITIONS EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NONINFRINGEMENT, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ANY WARRANTIES OR CONDITIONS CANNOT BE EXCLUDED BY LAW, NUIX’S LIABILITY UNDER SUCH WARRANTIES OR CONDITIONS WILL BE LIMITED, AT NUIX’S OPTION, TO RESUPPLYING OR REFUNDING THE COST OF THE APPLICABLE PRODUCTS OR SERVICES.

**10. Term and Termination.**

10.1 Initial Term; Renewal Terms. Unless terminated earlier as provided herein, this Agreement shall be effective for a period of twelve (12) months from the Effective Date. This Agreement will be automatically renewed for additional terms of twelve (12) months, unless modified in writing by both parties or terminated in writing by either party providing at least thirty (30) days' prior written notice, with such notice to take effect prior to the applicable twelve (12) month anniversary.

10.2 Early Termination.

(a) Termination for Convenience. Either party may terminate this Agreement for convenience upon providing at least sixty (60) days' advance written notice to the other party.

(b) Termination for Cause. Upon material breach by a party of any provision of this Agreement, the non-breaching party will issue a written notice to the breaching party and if the breach is incapable of cure, or where capable of being cured, is not cured, or the breaching party does not submit a plan for cure acceptable to the non-breaching party, within ten (10) days of receipt of the notice of breach, then this Agreement may be terminated on at least thirty (30) days written notice from receipt of the notice of breach. Failure by the breaching party to continuously conform to any mutually agreed upon written plan for cure will be an irremediable material breach of this Agreement entitling the non-breaching party to immediately terminate this Agreement.

(c) Termination on Insolvency. If either party ceases or threatens to cease to carry on the whole or a substantial part of its business, makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law (save for any solvent reorganization), or if such a petition filed against that party is not dismissed or stayed within sixty days, then the party not taking any action set forth in this Section 10.2(c) may immediately terminate this Agreement upon delivery of notice of such termination to the other party. All amounts due the terminating party shall become immediately payable in the event of a termination pursuant to this Section 10.2(c) and the payment obligations thereof shall survive termination.

10.3 Effect of Termination. Nuix, upon termination, shall deliver Products for which Reseller has paid Nuix in advance but which Nuix has not delivered (or, at Nuix’s option, shall make a full refund of all such amounts related to such Products to Reseller). In addition, at Nuix’s option, Nuix shall perform all or some of the Purchase Orders received and accepted by Nuix prior to such termination, subject to Reseller’s full payment for such performance. All property belonging to each party shall remain the property of that party, and within thirty days after the termination of this Agreement, each party shall, at its own expense, return all such property in its possession to the other party. All Confidential Information shall be returned or destroyed pursuant to Section 8.7. Effective upon the termination of this Agreement, each party shall cease all use of the Reseller Marks or Nuix Marks, as applicable, and Reseller shall cease to market Nuix Software.

10.4 Survival. Neither the expiration nor termination of this Agreement shall relieve either party of its obligations previously accrued hereunder. The following sections, and any other sections that by their terms so provide, shall survive such expiration or termination: Section 3.1, 3.2, 4.4, 8, 9.3, 10.2, 10.3, 10.4, 11, 12 and 13.

**11. Indemnification.**

11.1 Intellectual Property Indemnity. Nuix shall indemnify Reseller against any third party claims, demands, costs, or liabilities of any kind whatsoever alleging that the Software infringes the intellectual property rights of any third party in the Territory (“**Claim**”); provided, however, that Nuix will not be obligated to indemnify Reseller if the Claim relates to or is caused by: (i) use of the Products other than in accordance with the Documentation, this Agreement and the EULA (including use outside the Territory); (ii) the combination of the Products with other products not furnished by Nuix; (iii) any addition to or modification to the Products; (iv) use of any Software that is not the most up to date version; or (v) failure to install an upgrade or update. If the Software or any part thereof become, or in the opinion of Nuix, is likely to become, subject to a valid Claim (other than by reason of any of the causes set forth in clauses (i) - (v) of the preceding sentence), Nuix may at its option: (a) procure for Reseller the right to continue to market, promote, distribute, and demonstrate the Software; (b) replace or modify the Software to make it become non-infringing; or (c) terminate this Agreement. Reseller shall immediately notify Nuix in writing of any such claim and provide reasonable assistance to Nuix in defending such claim. Nuix shall have sole authority to defend or settle any claim. Reseller must take all reasonable steps to mitigate any costs which are the subject of the indemnity under this Section 11.1. Nuix shall have no liability hereunder for any costs incurred by Reseller or for any settlement entered into without its prior written consent.

11.2 Specific Limitations. The intellectual property indemnity provision set forth herein is in lieu of all other obligations, including without limitation the implied warranty of non-infringement, and state the sole, exclusive and entire liability of Nuix, and the sole, exclusive and entire remedy of Reseller, with respect to any claim of intellectual property infringement by or in relation to the Software.

11.3 Reseller Indemnification. Reseller shall indemnify and hold harmless Nuix and its affiliates, officers, directors, employees, sub-contractors and agents, from and against any and all third party claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) of any kind whatsoever arising from or relating to any alleged or actual: (i) bodily injury and property damage liability or loss that may arise or grow out of Reseller’s performance of the Agreement;; (ii) action or inaction by Reseller that, if proven, would constitute a breach of this Agreement, including without limitation, any representations and warranties; (iii) action or inaction by Reseller that, if proven, would constitute a breach of Reseller’s agreement with an End-User, including without limitation, any representations and warranties; (iv) any failure by Reseller to make a payment to Nuix in respect of any accepted Purchase Order; (v) any claim by an End User based on representations or warranties made by Distributor that are not consistent with the Documentation and the Marketing Materials; (vi) negligence or intentional or wilful misconduct by Reseller or its employees, contractors or agents; or (vii) violation of any applicable law.

**12.** **Limitation of Liability.**

12.1 EXCEPT WHERE SPECIFIED AT LAW, IN NO EVENT WILL NUIX HAVE ANY LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN AN AMOUNT EXCEEDING THE AMOUNT PAID BY RESELLER TO NUIX FOR THE APPLICABLE COPY OR COPIES OF NUIX PRODUCTS (OR WORK ORDER, AS APPLICABLE) THAT GAVE RISE TO ANY CLAIM.

12.2 IN NO EVENT SHALL NUIX BE LIABLE FOR: (i) ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES; AND/OR (ii) ANY, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR LOSS OF GOODWILL (WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF NUIX PRODUCTS, WHETHER OR NOT NUIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Third Party Liability.  Nuix shall under no circumstances be liable for any claim or demand by any third party based on or related to Reseller’s activities under this Agreement, including, without limitation, End-Users or persons using the facilities or services of Reseller or their heirs or dependents.

12.4 Allocation of Risk. This Section 12 allocates risks under this Agreement between Nuix and Reseller. Reseller acknowledges that Nuix’s pricing reflects this allocation of risk.

**13. General.**

13.1 Joint Press Releases. Except as otherwise set forth herein, neither party may issue a press release or engage in other publicity without the advance written consent of the other party.

13.2Export Restrictions.Reseller acknowledges that the Products are of U.S. origin and are subject to the export control restrictions of the U.S. Export Administration Regulations (“**EAR**”) and that the Software may not be re-exported or otherwise retransferred except in accordance with the EAR. Specifically, unless an appropriate license from the U.S. government is first obtained, Reseller shall not export or re-export the Software: (i) into (or to a national or resident of) Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to a U.S. trade embargo; (ii) to any person or entity on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Department of Commerce’s Denied Parties List; or (iii) for any purpose or end-use that is otherwise prohibited by the U.S. EAR or other applicable laws, rules and regulations.

13.3 Relationship of the Parties.

(a) The relationship of Nuix and Reseller is that of independent contractors. Reseller is not a partner or joint venturer with Nuix and nothing in this Agreement shall be construed to make such parties either partners or joint ventures.

(b) Neither party shall hold itself out to be the other party and neither party shall have any authority to make any contract, incur any obligation, make any commitment, create any liability, be entitled to bind the other party or take any other action or do any other thing, on behalf of the other party.

(c) Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractor.

(d) On termination or expiry of this Agreement if and to the extent that the Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents (as from time to time amended) ("**EC Directive**") applies, and provided that the Reseller gives notice of its intention as required under the EC Directive, Reseller shall, unless any of the circumstances mentioned in Article 18 of the EC Directive applies, have the right to be indemnified as provided in Article 17 of the EC Directive. For the avoidance of doubt, Reseller shall have no right to any compensation under the EC Directive on termination of this Agreement.

13.4 Assignment. This Agreement and all rights, licenses and obligations of Reseller herein are personal to Reseller and are not assignable, delegable, sublicensable or otherwise transferable, in whole or in part, by Reseller, including without limitation any transfer in connection with an acquisition in whole or in part of Reseller (or any of Reseller’s assets) or a merger, consolidation, or other reorganization, bankruptcy, or otherwise by operation of law. Any purported assignment, delegation, sublicense or transfer made without Nuix’s consent shall be void and shall constitute a material breach of this Agreement. Nuix may assign this Agreement without the consent of Reseller at any time. Furthermore, for the purposes of this Agreement the acquisition of an equity interest in Reseller of greater than twenty five percent (25%) by any third party shall be considered an “assignment”.

13.5 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: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) 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 (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Reseller at the address indicated above and to Nuix as follows: Suite 200, 13755 Sunrise Valley Drive, Herndon, VA 20171.

13.6 Contracting Parties, Governing Law, Place of Arbitration. The entity with which Reseller is contracting under this Agreement (such entity, as applicable, being “**Nuix**”), what law will apply in respect of any dispute arising out of or in connection with this Agreement, and the place of any arbitration, depend on where Reseller is domiciled as specified in the table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **If Reseller is domiciled in:** | **Reseller is contracting with:** | **Nuix Address:** | **Governing Law** | **Place of Arbitration** |
| United States of America, Canada, or Mexico | Nuix North America Inc. | 13755 Sunrise Valley Drive, Suite 200, 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, Africa, or Asia (other than Singapore) | Nuix Ireland Limited | Unit 17C, Airport East, Farmers Cross, Kinsale Rd., Co. Cork, Ireland T12 XE81 | England and Wales | London, England |
| United Kingdom | Nuix Technology UK Ltd | Times House  2nd Floor South  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 |
| 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 Reseller is a: (i) public sector customer (e.g.,federal, state, or local government); (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 USG Inc. is indicated on the signature block below or any other ordering documentation, Reseller shall be contracting with **Nuix USG Inc.** under this Agreement (such entity, in such case, being “**Nuix**”).

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules. The United Nations Convention on the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.

13.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY 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 THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT AND THERETO, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE VALIDITY, PROTECTION, INTERPRETATION OR ENFORCEMENT THEREOF.

13.8 Arbitration. SUBJECT TO SECTION 13.9, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE, CONTROVERSY OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF FRAUD OR MISREPRESENTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF, (“**DISPUTE**”), SHALL BE SUBMITTED TO MANDATORY, FINAL AND BINDING ARBITRATION BEFORE THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION, IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION AND AS FURTHER SPECIFIED BELOW.

(i) There shall be three (3) arbitrators. The parties each will select one (1) arbitrator within thirty (30) days of the receipt by respondent of a copy of the demand for arbitration. The two (2) arbitrators so appointed shall nominate the third and presiding arbitrator (the **“Chair”**) within thirty (30) days of the appointment of the second arbitrator (the three arbitrators shall be collectively referred to as the **“Tribunal”**). If either party fails to appoint an arbitrator, or if the two-party appointed arbitrators fail to appoint the Chair, within the time periods specified herein, such arbitrator shall, at the request of either party, be appointed by the International Centre for Dispute Resolution.

(ii) The arbitrators shall be selected from a panel of persons having at least eight (8) years’ experience with knowledge of software license agreements, channel agreements, and intellectual property rights, and at least one (1) of the arbitrators selected shall be an attorney.

(iii) The language of the arbitration shall be English. The place of arbitration shall be the location identified in Section 13.6 above.

(iv) The arbitration shall be the sole and exclusive forum for resolution of the Dispute, and the award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered, registered or filed for enforcement in any court of competent jurisdiction and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(v) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the Tribunal shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect. In any such judicial action each of the parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid to the address set forth herein.

(vi) The prevailing party, as determined by the Tribunal, shall be entitled to recover its reasonable costs and, attorneys’ fees and costs from the non-prevailing party. The non-prevailing party shall be responsible for all fees and costs of the Tribunal. The Tribunal may not award punitive damages.

(vii) Except as may be required by applicable law, the parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to an affiliate of a party on a need-to-know basis and such affiliate is informed of the confidential nature of such information and is instructed to keep such information confidential), all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

13.9 Equitable Relief. Notwithstanding anything in the foregoing to the contrary, each party acknowledges that a breach or threatened breach of this Agreement by the other party or its personnel will cause irreparable harm to the non-breaching party for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by a party or its personnel, the non-breaching party shall be entitled a temporary restraining order, injunction, specific performance and any other equitable relief available from a court of competent jurisdiction, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. The existence of any claim or cause of action of the breaching party against the non-breaching party, whether predicated on this Agreement or otherwise, shall not preclude the non-breaching party’s right to equitable relief.

13.10 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The waiver by either party of a breach of any provisions herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver shall be expressed in writing.

13.11 Force Majeure. Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due by one party to another under this Agreement) to the extent caused by an event beyond the reasonable control of such party, including, without limitation, government regulations or orders, outbreak of a state of emergency, acts of God, war, warlike hostilities, civil commotion, riots, epidemics, fire, strikes, lockouts, or any other similar cause or causes, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

13.12 Severability. If any of the provisions or portions thereof of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the parties agree to negotiate in good faith to draft a new agreement that comports with the original intent of the parties. If after thirty days, the parties have been unable to reach agreement, this Agreement will be deemed terminated pursuant to Section 10.

13.13 Successors and Assigns. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective permitted successors and assigns, as the case may be.

13.14 Entire Agreement. This Agreement, including the Schedules, sets forth the entire agreement and understanding of the parties relating to the subject matter and supersedes all prior agreements or representations, oral or written, regarding such subject matter and/or any purchase order terms and conditions and/or any marketing materials. Unless otherwise stated in this Agreement, no modification of or amendment to this Agreement, nor any waiver of rights under this Agreement, shall be effective unless in writing signed by authorized representatives of both parties. For the purpose of clarification, if there is any conflict or inconsistency between any provisions in the documents that comprise this Agreement, the conflict or inconsistency will be resolved in the following order of precedence: the body of this Agreement and then the Schedules (provided that terms in the Schedules may take precedence over the Agreement to the extent that such terms expressly state so).

13.15 No Third-Party Beneficiary. Any agreement to pay an amount or any assumption of liability herein contained, express or implied, shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any other party, it being the intention of the undersigned that no one shall be deemed to be a third party beneficiary of this Agreement. Solely in the event that the law of England and Wales applies to this Agreement, the Contracts (Rights of Third Parties) Act 1999 (the “Act”) shall not apply to this agreement and no person other than the parties hereto (which term shall, for the purposes of this clause, include all permitted assignees) and Nuix affiliates shall have any rights under the Act, nor shall this agreement be enforceable under the Act by any person other than the parties to it.

13.16 Construction. This Agreement is the result of arms-length negotiations between the parties and has been prepared jointly by the parties. In applying and interpreting the provisions of this Agreement, there shall be no presumption that this Agreement was prepared by any one party or that this Agreement shall be construed in favor of or against any one party.

13.17 Promotions.Subject to Reseller’s trademark and brand policies, which may be amended from time to time in Reseller’s sole discretion, and the terms and conditions of this Agreement, Reseller hereby grants to Nuix a non-exclusive, non-transferable, revocable, and non-sublicensable license to use Reseller’s trademarks, service marks, trade names, logos or other words or symbols identifying Reseller (the “**Reseller Marks**”) in the Territory during the Term for publicity, marketing, and/or promotional purposes in relation to the terms of this Agreement. Nuix shall include all notices and legends with each use of the Reseller Marks as may be required by applicable law or that may be requested by Reseller in order to protect Reseller’s rights in the Reseller Marks.

13.18 EQUAL OPPORTUNITY & NON-DISCRIMINATION IN EMPLOYMENT. Where applicable, included in this Agreement by reference are Paragraphs 1 through 6 Section 202 Executive Order 11246 effective October 24, 1965 as amended by Executive Order 11375 effective October 13, 1967 and as such Orders may be further amended or superseded to the date of this Agreement. As used therein, the word “Contractor” shall be deemed to mean the word “Reseller.” Reseller shall file the compliance reports referred to in Section 302 of said Executive Order as well as any other reports that may be required by regulations issued pursuant thereto.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

13.19 Anti-Bribery Representations and Warranties. Reseller represents and warrants to Nuix that:

(i) Reseller and its officers, directors, employees, agents and anyone acting on its behalf(collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (collectively, the "**Anti-Bribery Laws**").

(ii) Neither Reseller nor any of its Representatives has, directly or indirectly, offered, paid, promised or authorized the giving of money or anything of value to any: Government Official; person or entity; or other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to a Government Official or another person or entity; for the purpose of: influencing any act or decision of such Government Official or such person or entity in his/her or its official capacity, including a decision to do or omit to do any act in violation of his/her or its lawful duties or proper performance of functions; or inducing such Government Official or such person or entity to use his/her or its influence or position with any Government Entity or other person or entity to influence any act or decision; in order to obtain or retain business for, direct business to, or secure an improper advantage for Nuix or Reseller.

(iii) Neither Reseller nor any of its Representatives: is a Government Official; or has a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of Company or Reseller, other than any relationships or associations that have been disclosed in writing to Company.

(iv) For purposes of this Agreement:

"**Government Official**" means: (a) any director, officer, employee, agent or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (b) any political party, political party official or political party employee; (c) any candidate for public or political office; (d) any royal or ruling family member; or (v) any agent or representative of any of those persons listed in subcategories (a) through (d).

"**Government Entity**" means: (a) any national, state, regional or local government (including, in each case, any agency, department or subdivision of such government); (b) any political party; (c) any entity or business that is owned or controlled by any of those bodies listed in subcategory (a) or (b); or (d) any international organization, such as the United Nations or the World Bank.

"**Close Family Member**" means: (a) the individual's spouse; (b) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; (c) the spouse of any persons listed in subcategories (a) and (b); and (d) any other person who shares the same household with the individual.

(v) Reseller has adopted and maintains adequate policies, procedures and controls to ensure that Reseller has complied and is in compliance with all Anti-Bribery Laws, including at a minimum policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties and training of personnel.

13.20 Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Nuix and Reseller cause this Agreement to be executed by their duly authorized representatives identified below.

**NUIX RESELLER**

By: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:   
Title: Title:

**SCHEDULE 1 –PROGRAM SCHEDULE**

***[TO BE ATTACHED]***

**SCHEDULE 2**

**SUBCONTRACT ADDENDUM**

Reseller agrees that the following Subcontract Addendum (“**Addendum**”) shall govern the performance of the Services (as defined below) provided by Nuix to Reseller, as described in Section 3.10 of the Distribution Agreement (“**Agreement**”), to which this Addendum is attached and made a part thereof. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Agreement.

1. **Services**
   1. This Addendum will apply whenever Nuix furnishes Professional Services (for the purposes of this Addendum, “**Services**”) to Reseller or its clients (“**Client**”) as set forth in Section 3.10 of the Agreement. The specific services to be performed, products to be delivered, if any, completion date, and all other details specific to the engagement shall be set forth in separate work orders (“**Work Orders**”), which must be executed by Nuix and Reseller before becoming binding.
   2. Nuix shall perform the Services in compliance with this Addendum and each applicable Work Order notwithstanding the terms set forth in any agreement between Reseller and the applicable Client relating to the Reseller’s performance of services relating to Nuix products (the “**Prime Contract**”), unless such terms are specifically included in the applicable Work Order. With respect to each such provision incorporated herein, references to the Client shall be deemed references to Reseller, as appropriate, and references to Reseller shall be deemed references to Nuix, as appropriate.
   3. Nuix agrees that it will not perform any additional Services without first obtaining the written approval of Reseller.
   4. Nuix shall deliver to Reseller reports on the progress of its performance in accordance with the schedule, format and content required by the applicable Work Order, and in accordance with such requests therefore as Reseller may reasonably make from time to time.
   5. All accounting records of Nuix relative to the performance of its obligations under this Addendum shall be kept in a manner that is consistent with generally accepted accounting procedures.
   6. Reseller represents and warrants it shall before the date on which the Services are to start, obtain, and at all times during the term of this Addendum, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services.
2. **Fees and Expenses; Payment**
   1. In consideration of the provision of the Services by Nuix, Reseller shall pay the fees mutually agreed upon in the applicable Work Order and as set forth in a purchase order issued by Reseller to Nuix in accordance with the Agreement (a “**Purchase Order**”). Nuix shall have the right to accept or reject Purchase Orders for Services in accordance with Section 5 of the Agreement. Where the Services are provided on a time and materials basis: (a) the fees payable for the Services shall be calculated in accordance with Nuix’s hourly fee rates (charged at a daily minimum of eight (8) hours) for the Nuix personnel set forth in the applicable Work Order; and (b) Nuix shall issue invoices to Reseller 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 2.4.
   2. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable mutually agreed upon Work Order and as set forth in the applicable Purchase Order. The total price shall be paid to Nuix within 30 days after the Reseller’s receipt of such invoice. Nuix shall further issue invoices to Reseller for any expenses incurred in accordance with Section 2.4. Such fees on shall not be refundable.
   3. 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 and shall not be refundable.
   4. Reseller agrees to reimburse Nuix for all reasonable travel and out-of-pocket expenses incurred by Nuix in connection with the performance of the Services.
   5. Reseller shall pay all properly invoiced amounts due to Nuix within 30 days after Reseller’s receipt of such invoice. Unless otherwise stated in the applicable Work Order, all payments hereunder shall be in the currency specified in the applicable Work Order and made by wire transfer.
   6. In the event payments are not received by Nuix within 30 days after becoming due, Nuix may: (a) charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and/or (b) suspend performance for all Services until payment has been made in full.
   7. If an invoiced amount is disputed in good faith by Reseller then, until resolution of the dispute, Reseller may suspend disputed payments and toll the running of time for default by: (a) paying the undisputed amount, if any; and (b) sending a written statement of exceptions to Nuix.
   8. Reseller and Nuix acknowledge and agree that a Purchase Order may include Nuix products and unrelated services (to be provided pursuant to the Agreement or other agreement) in addition to the Services to be provided pursuant to this Addendum. For the avoidance of doubt, where this Addendum refers to fees or amounts paid by Reseller for Services and deliverables hereunder, such fees and amounts shall be deemed to reference such fees as are set forth in the applicable Purchase Order and the amounts paid by Reseller therefor. Where a Purchase Order does not set forth such fees as separate and distinct costs from the purchase of Nuix software or other products or services, and this Addendum requires a specific calculation of fees and/or amounts paid therefor, such fees will be deemed to be 10% of the total fees set forth in the applicable Purchase Order and such amounts will be the amounts paid by Reseller therefor.
   9. In addition to any other sums payable hereunder, Reseller shall pay and be responsible for all taxes, VAT, fees, duties, and licenses, and for obtaining all governmental or other approvals or other licenses, necessary for or arising from the provision of services under this Addendum (excluding taxes based upon Nuix's income).
3. **Term and Termination**
   1. This Addendum shall commence as of the Effective Date, and unless sooner terminated pursuant to this Section 3, shall continue until the termination of the Agreement; provided that if Nuix is still performing Services under and Work Order at the date of termination, the provisions of this Addendum will continue to apply to such Work Order until the Services specified in such Work Order have been completed. Section 3.1 of this Addendum takes precedent over Section 10.1(a) of the Agreement.
   2. This Addendum or any Work Order(s) may be terminated by Reseller upon thirty (30) days written notice to Nuix, if Nuix is in material breach of any obligations under this Addendum or such Work Order, and which default has not been cured within thirty (30) days after receipt of written notice of such material breach.
   3. Nuix shall have the right to terminate this Addendum and any Work Order(s) immediately upon written notice in the event that (a) Reseller fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Nuix that payment is past due, (b) Reseller breaches any material term of this Addendum, or (c) Nuix provides Reseller with thirty (30) days advance notice.
   4. Upon expiration or termination of this Addendum and/or any Work Order hereunder, Nuix shall immediately discontinue performance with respect to the terminated portion of the Services except as necessary to protect and preserve data and materials in the possession or control of Nuix in which Reseller and/or the Client has an interest, and shall deliver to Reseller all Nuix work product in process, drafts, and other materials developed prior to the effective date of termination for which Reseller has paid. Unless otherwise agreed in writing by the parties, Nuix shall return all Reseller and/or Client hardware and/or equipment, information, documents and/or software to Reseller within thirty (30) days of the earlier of completion of the Services or cancellation or termination of the applicable Work Order or this Addendum.
4. **Independent Contractor**

Nuix and all personnel it provides Reseller shall provide Services under this Addendum as independent contractors and not as employees of Reseller. All personnel assigned to projects under this Addendum by Nuix shall be employees or independent contractors of Nuix. Nuix shall be solely responsible for the payment of its personnel’s salaries, benefits, workers’ compensation insurance and withholding of federal, state and local income and payroll taxes. Nuix personnel shall not participate in any benefit plans sponsored or contributed to by Reseller, including but not limited to health, disability, life insurance, flexible benefits, 401(k), pension, stock purchase or investment plans. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Nuix and Reseller, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

1. **Personnel.** The parties may agree to specify certain personnel (hereinafter "**Key Personnel**") in a Work Order as necessary to the successful performance by Nuix. If so specified in the Work Order, Nuix agrees not to divert any "Key Personnel" from performance thereof without the prior written consent of Reseller. In the event it becomes necessary to remove such personnel for reasons beyond the control of Nuix, Nuix shall deliver to Reseller at least five (5) business days' advance written notice thereof, which notice shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced, and who shall be subject to the approval of Reseller.
2. **Project Schedule and Change Management.**
   1. In the event that Reseller or Nuix requests a change in any of the specifications, requirements, Deliverables, or scope of the Services described in any Work Order, the party seeking the change shall propose the application changes by written notice. Within five calendar days 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, substantially in the form of Exhibit B, describing the proposed changes to the Work Order 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 Addendum and the applicable Work Order. 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.
   2. Notwithstanding Section 6.1, Nuix may, periodically review and modify the Services: (i) without notice to Reseller in order to comply with any applicable safety or statutory requirements, or (ii) subject to Reseller’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.
   3. Nuix may charge for the time it spends assessing and documenting a change request from Reseller on a time and materials basis in accordance with Section 2.
3. **Intellectual Property Rights**. Unless expressly stated otherwise in the applicable Work Order, all intellectual property rights and all other rights in and to the Services and any software, program, service and/or other materials used created/developed by Nuix under this Agreement shall be owned by Nuix.
4. **EU Data Protection.** Reseller shall comply with the EU Data Protection Laws (as a separate Controller) in relation to its processing of the Personal Data of any Nuix personnel, such processing to be strictly limited to that which is necessary for the purposes of providing the Services.