



NOT FOR EDITING

**AGREEMENT
REGARDING
TRAINING TERMS AND CONDITIONS**

THIS AGREEMENT REGARDING TRAINING TERMS AND CONDITIONS (“**AGREEMENT**”) IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“**CUSTOMER**”) AND NUIX. THIS AGREEMENT SHALL APPLY TO THE TRAINING SERVICES WHICH NUIX SHALL PROVIDE TO CUSTOMER, AS DETAILED IN AN ORDER FORM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. NUIX AND CUSTOMER ARE HEREINAFTER REFERRED TO AS, INDIVIDUALLY, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**.”

1. Ordering

- 1.1 Orders. Customer shall order training on Nuix Product pursuant to a written purchase order form (a “**Purchase Order**”) in reference to a proposal from Nuix (the “**Proposal**”). All Purchase Orders shall be subject to acceptance by Nuix (at Nuix’s sole discretion), and shall be governed by the Training Terms and Conditions set forth herein. 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.
- 1.2 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.
- 1.3 Invoicing and Payment. Upon the acceptance of a Purchase Order, Nuix will invoice Customer for 100% of the fee for the Training specified in the Proposal. Payment from Customer 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 Customer shall be made in USD and by transfer of immediately available funds to the account listed on the invoice.
- 1.4 Travel and Expenses. In the case of private on-site training, Customer will be responsible for the travel and accommodation costs of the Nuix personnel involved. Such costs – which include transportation, lodging, food and drink, and other normally-incurred travel expenses – shall be incurred in accordance with Nuix’s Travel and Expense Policy, which is available to Customer upon request. Unless otherwise described in the Proposal, those costs shall be invoiced to Customer upon completion of training, and payment thereof shall be made within 30 days of issuance of the invoice. In cases other than private on-site training, Customer will be responsible for the travel accommodation costs of the personnel receiving training.

2. Training

- 2.1 Nuix will provide the training described in the Proposal (the “**Training**”), at the time and place indicated in the Proposal, for the number of personnel indicated in the Proposal, in consideration of the fee specified in the Proposal.
- 2.2 Customer shall ensure that accurate and complete information is provided for all attendees for Training, and shall ensure that explicit consent is obtained from all such attendees for the sharing of personal data with Nuix as necessary for the purposes of this Agreement. In addition, Customer shall ensure that no Customer attendee for Training is a national or resident of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to a U.S. trade embargo; or a person or entity listed on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Department of Commerce’s Denied Parties List.
- 2.3 Customer may substitute one or more attendees for Training by providing notice of such substitution not less than FIVE (5) BUSINESS DAYS’ prior to the scheduled commencement of such Training, along with accurate and complete information on the substitute attendees.



- 2.4 Scheduled attendees who fail to attend Training for any reason, and who have not been substituted in accordance with section 2.3, shall be deemed “no shows” and Customer shall be responsible for 100% of the associated fees and expenses for such attendees.
- 2.5 Materials. Nuix shall provide such documentation as it deems beneficial and appropriate for the Training. To the extent such documentation is provided in electronic form, Customer is responsible for printing such documentation for any Customer attendees who desire use of hard copies during the Training. Customer acknowledges that any such documentation is confidential information of Nuix, and agrees that such documentation is for the exclusive use of Customer attendees to the Training, and may not be altered, copied, captured or distributed without the express written consent of Nuix.
- 2.6 Nuix may cancel any order for training – for example, in the case of insufficient enrollment – by providing Customer with notice of such cancellation no less than FIVE (5) BUSINESS DAYS prior to the scheduled commencement of such Training. In case of such cancellation, Nuix shall cooperate with Customer to reschedule. To the extent that the Training is not rescheduled within THIRTY (30) DAYS, Nuix shall refund to Customer any amounts previously paid for the cancelled Training.

3. Miscellaneous

- 3.1 Non-solicitation. For TWELVE (12) MONTHS following the most recent order for Training under this Agreement, Customer 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 any current or former employee of Nuix involved in the provision of Training to Customer hereunder. If Customer violates this provision, then, in addition to any other remedies available under law, Customer shall pay to Nuix, as liquidated damages, an amount equivalent to two times such person’s annual salary as an employee of Customer or annual cash remuneration as an independent contractor of Customer. Notwithstanding the foregoing, the restrictions of this Section shall not apply to Customer’s employment of or contracting with any then current or former employee of Nuix who responds to a general solicitation by Customer that is made publicly available in good faith by Customer.
- 3.2 Taxes, License Fees and Other Charges. In addition to any other sums payable hereunder, Customer 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 Customer shall submit to Nuix its Tax Exempt Certificate, if Customer claims an exemption from the payment of taxes.
- 3.3 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.
- 3.4 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.
- 3.5 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.



- 3.6 Entire Agreement. This Agreement 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.
- 3.7 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.