

**NOT FOR EDITING**

**SUPPORT AND MAINTENANCE SERVICES AGREEMENT**

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

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

(taken together, “**Support**”).

4. **Scope of Maintenance.** Subject to End-User’s payment of the SMS Fees, End-User is also entitled to all software upgrades, updates and maintenance releases to the extent made generally available by Nuix to its end-users (“**Maintenance**”).
5. **Access to Support.** Support is accessed through email at [support@nuix.com](mailto:support@nuix.com). All initial support requests shall be communicated to Nuix through email. This enables the issue to be logged, plus makes the issue visible to each of the Nuix support teams based in the United Kingdom, the United States, and Australia (“**Support Team**”). [Support@nuix.com](mailto:support@nuix.com) is operational 24 hours Monday through Friday. Support coverage over weekends is excluded from the scope of this Agreement and must be arranged separately with Nuix.
6. **Response Times; Support Efforts.** Upon receipt of an email at [support@nuix.com](mailto:support@nuix.com), the Support Team will respond as detailed below. All response times are during standard business hours as described above. End-User will receive immediate email notification of receipt of a Support email and the support issue will be dealt with according to its priority:

**a) Priority 1 Issue (Critical):**

means a program error that prevents operation of critical documented functions with high frequency or duration.

**b) Priority 2 Issue (High):**

means a program error that has some impact on administration; non-critical operation or other secondary functions for which a temporary work around has been provided and also includes general clarification issues outlined in 3a above.

**c) Priority 3 Issue (Medium/Low):**

means a program error with little or no impact on productivity, impacting unsupported software or functions or a request for an enhancement or additional functionality that is not due to a defect in the Software.

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

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

- d) **Level of Effort:** Nuix will use commercially reasonable efforts commensurate with the then applicable industry standards to provide the Support in a professional and workmanlike manner, but Nuix does not guarantee that every question or problem raised by End-User will be resolved. Notwithstanding Nuix’s support for Supported Prior Versions (as defined below), Nuix in its sole and absolute discretion may choose to correct certain bugs, security flaws, etc. only in the current release version of the Software; in those instances, End-User understands and acknowledges that it assumes the risk of not updating to the current release version.

- e) **Onsite Support.** When, at Nuix's discretion and following agreement from the End-User that on-site Support is required, End-User will reimburse Nuix for all related traveling expenses and costs for travel time, board and lodging with all professional service to be rendered at Nuix's then current rates.
7. **Exclusions to Support.** Support does not include services where the End-User requests custom development, consulting, or professional services. Furthermore, examples of Support not covered by this Agreement include:
- a) Versions of the Software other than the most recent version or the Supported Prior Versions;
  - b) Administrator or end user training;
  - c) Support of scripts or bespoke applications provided by Nuix, unless accompanied by a mutually executed order form or statement of work that expressly sets forth Nuix's continuing support obligation;
  - d) Support of requested (or customer created) enhancements or features to the Software;
  - e) Software installation or troubleshooting of software installation issues not directly associated with the Software;
  - f) Environment configuration;
  - g) Environment troubleshooting issues not directly associated with the Software;
  - h) Troubleshooting data specific issues not directly caused by or related to the Software; or
  - i) Onsite support.
8. **Nuix Elastic Add-On.** Nuix has no support obligation for any issue, bug or error that relates to the features, functionalities, or operation of the underlying Elasticsearch codebase, even if such issue, bug or error prevents the Nuix Elastic Add-On from functioning as documented or as intended by the End-User.
9. **Fees for Excluded Services.** Fees for excluded support services, as described in Section 7 above, shall be determined on a case by case basis by Nuix and the End-User pursuant to a services agreement and a mutually agreed upon statement of work.
10. **Software End of Life Policy.** Nuix Software comes with a three-digit number version. The first digit represents the major release (*i.e.*, upgrade), the second digit identifies the minor releases (*i.e.*, updates) and the third digit identifies the maintenance releases. With a new major release, the number to the left of the first decimal is changed and for minor releases, the number to the right of the first decimal point is increased. Nuix provides Support only on the current major release and (a) the immediately prior major release or (b) twenty-four (24) months from the then current major release, whichever period is earlier ("**Supported Prior Versions**").
11. **End-User Responsibilities.**
- a. **End-User Contacts:** End-User shall appoint up to three (3) of its personnel who are trained and knowledgeable in the operation of the Nuix Software to serve as the primary contacts with Nuix for all Support communication ("**Nuix Trained Users**"). Each of the Nuix Trained Users **MUST** undergo a minimum of eight (8) hours of Nuix training **BEFORE** accessing the Support. All Support communications shall be initiated through Nuix Trained Users. End-User may change its primary or alternate contacts at any time upon written notification to Nuix.
  - b. **Training:** End-User shall properly train its personnel in the proper use of the Software and the equipment on which the Software is loaded and operating.
  - c. **Reporting:** End-User shall document and promptly report all errors or malfunctions of the Licensed Software to Nuix. Nuix will provide End-User with a trouble ticket number that End-User will use to track the status of each issue. End-User shall take all steps necessary to carry out any procedures Nuix may give for the rectification of errors or malfunctions within a reasonable time after such procedures have been provided. Nuix reserves the right to close the trouble ticket without further responsibility if End-User does not provide appropriate feedback to Nuix within thirty (30) days of receiving new Licensed Software, a workaround for a problem, or fails to respond to a request for additional information.
12. **Term and Termination.** This Agreement will commence on the date when Nuix delivers the license key for the Software to the End-User (or otherwise set out in the Contract) and, unless terminated earlier in accordance with the terms of the Contract, for a period of one (1) year (or for term purchased if different than one year) thereafter (the "**Initial Term**"). The agreement will automatically renew for additional one (1) year terms (or for term purchased if different than one year) (each, a "**Renewal Term**," and the Initial Term, collectively with any and all Renewal Terms, shall be referred to as the "**Support Term**"), unless either party provides the other (or if purchased through a reseller, End-User provides reseller) with written notice of its intent not to renew the agreement at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term. If End-Users allows the Support Term to expire, it must expire for all of End-User licenses. In the event End-User allows Support to lapse, it may thereafter renew such Support for the affected software (*i.e.*, End-User must renew all of the its licenses) by paying, in addition to the then current annual Support Fee, an amount equal to the total aggregate Support Fee that would have been payable for the affected software during the period of lapse.