

**NOT FOR EDITING**

**SUPPORT AND MAINTENANCE SERVICES AGREEMENT**

You (“**Customer**”) agree that this Support and Maintenance Services Agreement (“**Support 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 licensing agreement, or any other ordering document as applicable (collectively, the “**Contract**”) to which this Support Agreement is attached, referenced by or made a part thereof. Ordering any Support or Maintenance services (as defined below) from Nuix or any authorized reseller indicates Customer’s acceptance of this Support Agreement.

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

(taken together, “**Support**”).

4. **Scope of Maintenance.** Subject to Customer’s payment of the Support Fees, Customer is also entitled to all software updates to the extent made generally available by Nuix to its Customers (“**Maintenance**”).
5. **Support Tiers.** Nuix support is accessed through the (a) Nuix Support Portal: [support.nuix.com](http://support.nuix.com) (or other such URL as Nuix makes available from time to time) and (b) the other methods detailed below. The support issue will be logged by the Nuix support teams based in the United Kingdom, the United States, and Australia (“**Support Team**”). The Nuix Support Portal is operational 24 hours Monday through Friday. Except as provided otherwise below, Support coverage over weekends is excluded from the scope of this Support Agreement.

Upon receipt of a support request, the Support Team will respond as detailed below. Except as provided otherwise below, all response times are during standard business hours as described above. Customer will receive immediate email notification of receipt of a support request and the support issue will be dealt with according to its priority and support tier:

**A. NUIX STANDARD SUPPORT TIER:**

- i. **Method of Access:** Nuix Support Portal.
- ii. **Nuix Response Method:** Nuix Support Portal.

<b>Priority</b>	<b>Definition</b>	<b>Response Time</b>
Priority 1 Issue	Not Available for Standard Support	N/A
Priority 2 Issue (High)	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 of the Software’s functions, features, operations and documentation.	8 hours
Priority 3 Issue (Medium/Low)	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.	12 hours

**B. NUIX BUSINESS SUPPORT TIER:**

- i. **Method of Access:** Support Portal; API Integration (via Service Now)
- ii. **Nuix Response Method:** Support Portal; API Integration (via Service Now)

Priority	Definition	Response Time
Priority 1 Issue (Critical)	A program error that prevents operation of a critical documented functions with high frequency or duration.	1 Hour
Priority 2 Issue (High)	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 of the Software's functions, features, operations and documentation.	4 hour
Priority 3 Issue (Medium/Low)	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.	8 hours

**iii. Additional Features:**

- a) **Proactive Case Monitoring** – The Support Team will actively monitor open cases (24/7 and across multiple regions) and take proactive steps to ensure timely resolution.
- b) **Mentoring Sessions** – The Customer will have one scheduled 60-minute mentoring sessions per quarter on Software assistance, tips and techniques and other topics relevant to Customer's environment. Customer will contact a Designated Support Engineer (DSE) to schedule one-on-one mentoring sessions.
- c) **Support Service Reviews** – Customer will be provided with up to 2 Service Review meetings per year to discuss support services metrics and key instance performance reports to help Customer optimize its use of the Software.
- d) **Authorized Support Contacts** – Customer may designate up to 10 designated contacts per account who are authorized to submit tickets and work directly with Support Team towards resolution.
- e) **Elastic Support** - Nuix will provide support for compatibility, interoperability, and operation of the Software with the Elastic Add-On, for any issue, bug or error, except to the extent related to the features, functionalities, or operation of the underlying Elasticsearch codebase, or any other functionality or operations not controlled by Nuix.

**C. NUIX ENTERPRISE SUPPORT TIER:**

- i. **Method of Access:** Phone& Nuix Support Portal; API Integration (via Service Now)
- ii. **Nuix Response Method:** Phone and Nuix Support Portal; API Integration (via Service Now)
- iii. **Support Availability:** 24/7/365 (for Priority 1 issues only)

Priority	Definition	Response Time
Priority 1 Issue (Critical)	A program error that prevents operation of a critical documented functions with high frequency or duration.	30 minutes
Priority 2 Issue (High)	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 of the Software's functions, features, operations and documentation.	1 hour
Priority 3 Issue (Medium/Low)	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.	4 hours

**iv. Additional Features:**

- a) **Technical Account Manager (TAM)** – A TAM will be assigned to gain an understanding of the Customer’s business needs and provide proactive and reactive support. The TAM will be Customer’s primary point of contact for coordinating mentor sessions and managing escalations.
- b) **Proactive Case Monitoring** – The Support Team will actively monitor open cases (24/7 and across multiple regions) and take proactive steps to ensure timely resolution.
- c) **Mentoring Sessions** – The Customer will have up to 3 scheduled 60-minute mentoring sessions per quarter on Software assistance, tips and techniques and other topics relevant to Customer’s environment. Customer will contact TAM to schedule one-on-one mentoring sessions.
- d) **Support Service Reviews** – Customer will be provided with monthly calls and up to 2 Service Review meetings per year to discuss support services metrics and key instance performance reports to help Customer optimize its use of the Software.
- e) **Authorized Support Contacts** – Customer may designate up to 10 designated contacts per account who are authorized to submit tickets and work directly with Support Team towards resolution.
- f) **Elastic Support** - Nuix will provide support for compatibility, interoperability, and operation of the Software with the Elastic Add-On, for any issue, bug or error, except to the extent related to the features, functionalities, or operation of the underlying Elasticsearch codebase, or any other functionality or operations not controlled by Nuix.
- g) **Scripting Support** – Nuix will provide support for scripts and other bespoke applications provided by Nuix to Customer, in accordance with a mutually executed order form or statement of work.

**6. Support Efforts.** If a Customer 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. At no time does Nuix guarantee a “fix” for any issue raised.

- a) **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 Customer 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, Customer understands and acknowledges that it assumes the risk of not updating to the current release version.
- b) **Onsite Support.** When, at Nuix’s discretion and following agreement from the Customer that on-site Support is required, Customer 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.
- c) **Resolution Times and Service Level Credits.** Nuix does not provide fixed resolution times and/or service level credits. Any request by Customer for fixed resolution times and/or service level credits, shall be considered by Nuix on a case by case basis pursuant to a separate addendum to this Support Agreement.

**7. Exclusions to Support.** Support does not include services where the Customer requests custom development, consulting, or professional services. Furthermore, unless specifically included in Business or Enterprise Support Tiers above, Support does not 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 APIs 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 (including, but not limited to Elasticsearch);
- 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. **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 Customer pursuant to a services agreement and a mutually agreed upon statement of work.
9. **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 the immediately one (1) prior major release. (“**Supported Prior Version**”).
10. **Customer Responsibilities.**
- a. **Customer Contacts:** Customer shall appoint 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**”).
  - b. **Training:** Customer 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:** Customer shall document and promptly report all errors or malfunctions of the Licensed Software to Nuix. Nuix will provide Customer with a trouble ticket number that Customer will use to track the status of each issue. Customer 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 Customer 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.
11. **Term and Termination.** This Support Agreement will commence on the date when Nuix delivers the license key for the Software to the Customer (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, Customer 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 Customers allows the Support Term to expire, it must expire for all of Customer licenses. In the event Customer allows Support to lapse, it may thereafter renew such Support for the affected software (*i.e.*, Customer must renew all of 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.