



## DATA PROCESSING ADDENDUM FOR ON DEMAND DISCOVER SAAS AND SERVICES – GERMANY ONLY

This Data Processing Addendum (“DPA”) applies to the extent that Nuix Processes Personal Data on behalf of Customer in the course of providing Services as described in the Agreement between Customer and Nuix and Annex I of this agreement.

***This DPA does not apply to the extent that Nuix is the Controller of Personal Data.***

For good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement and the terms below shall have the following meanings:

1.1 “**Agreement**” means the ON DEMAND AGREEMENT FOR NUIX DISCOVER SAAS SERVICES between Customer and Nuix.

1.2 “**Data Protection Law**” means all data protection and privacy laws applicable to the Processing of Personal Data, including, EU Data Protection Law.

1.3 “**EU Data Protection Law**” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (“General Data Protection Regulation” or “GDPR”) and associated national law in each case as may be amended or replaced from time to time.

1.4 “**Personal Data**” means Customer Data that is Processed by Nuix on behalf of Customer in connection with the provision of the Services.

1.5 “**SCC**” means as the context requires or otherwise indicated in this DPA, Module 2 or Module 3 of the EU standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws and expressly incorporated by reference herein (“**Module 2 SCC**” or “**Module 3 SCC**”) as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws and expressly incorporated by referenced herein.

1.6 “**Services**” means Nuix’s SaaS Services, along with any installation, implementation, warranty or customer support services provided by Nuix to Customer pursuant to the Agreement.

1.7 “**Sub-processor**” means any Processor engaged by another processor to processes Personal Data in accordance with this DPA. Sub-processors may include third parties or any member of Nuix’s group of companies.

1.8 The terms “Controller”, “Processor”, “Data Subject”, “personal data”, “Personal Data Breach”, “Process/Processing” or “process/processing” or “Special Category Data” (or their equivalents) shall have the same meaning as in the Data Protection Law, and their cognate terms shall be construed accordingly.

### 2. Processing

2.1 Role of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller or Processor of Personal Data, Nuix is the Processor or sub-processor and may engage additional Sub-processors as set forth below.

2.2 Customer Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws, regulations, and, where applicable, instruction of the Data Controller. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws, regulations, and instructions of the Data Controller. As between Nuix and Customer, Customer shall have responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, and for the lawfulness of any Processing of such Personal Data. With regard to Special Category Data, Customer shall Process such data only to the extent “necessary for the establishment, exercise or defence of legal claims” or as otherwise permitted under EU Data Protection Law. *Customer’s operation of the Nuix SaaS service shall constitute “instructions” from Customer for the purposes of this DPA.*

2.3 Nuix Processing of Personal Data. Nuix will treat Personal Data as confidential information, will comply with its Processor obligations under Data Protection Law, and will Process Personal Data solely in accordance with Customer’s instructions. Nuix will inform Customer if, in Nuix’s opinion, an instruction infringes Data Protection Law; provided however, that Nuix shall not have an obligation to verify the compliance of any instruction received from Customer. Processing any Personal Data outside the scope of the Agreement will require prior written agreement between Nuix and Customer by way of written amendment to the Agreement and may include additional fees payable by Customer to Nuix for carrying out such instructions. Upon notice in writing, Customer may terminate the Agreement if Nuix declines to follow Customer’s reasonable instructions that are outside the scope of, or changed from, those given or agreed to in the



Agreement, to the extent such instructions are necessary to enable Customer to comply with Data Protection Laws.

2.4 Processing Limitations. Without limiting the generality of Section 2.3, Nuix shall not retain, use, or disclose Personal Data (a) for any purpose (including, but not limited to, any commercial purpose) other than to perform the Services for Licensee or (b) outside of the direct business relationship between Licensee and Nuix. Nuix shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Data to any third party for monetary or other valuable consideration.

2.5 Processing of Personal Data Details. The Processing and where applicable transfer of the Personal Data is described in Annex I to this Exhibit.

### 3. Sub-processing

3.1 Use of Sub-processors. Nuix may engage Sub-processors from time to time to provide services on its behalf. Such Sub-processors may include subsidiaries or affiliates of Nuix. Customer hereby consents to engagement of Sub-processors by Nuix to Process Personal Data under the Agreement subject to the terms set out herein.

3.2 Obligations. Nuix will enter into an agreement with each Sub-processor that imposes data protection obligations to protect Personal Data at least as stringent as those imposed on Nuix hereunder (to the extent applicable to the services provided by the Sub-processor). If any Sub-processor fails to satisfy its data protection obligations, Nuix shall remain fully liable to Customer for the performance of the Sub-processor's obligations.

3.3 Current Sub-processors. The current Nuix Sub-processors, along with details of the infrastructure supporting the Nuix SaaS business, are specified in Annex III of this DPA. By executing this DPA, Customer confirms its acceptance of such Sub-processors.

3.4 New Sub-processors. Nuix shall provide Customer with written notice of the appointment of any new Sub-processor, which notice may be given by a message or alert notified to Customer. Such appointment shall be subject to Customer's approval, which shall not be unreasonably withheld or delayed. Customer shall be deemed to have given such approval unless, within 15 days of receiving notice from Nuix of an addition to its Sub-processors, Customer provides notice of its objection to the new Sub-processor(s). In case of such objection, the Parties shall work together to find a reasonable solution to Customer's concerns for a period of up to 30 days. If, at the end of such 30-day period, a reasonable solution has not been agreed, either party may terminate this DPA, along with the Agreement, upon serving 30-days' written notice to the other party.

### 4. Security Measures

4.1 Security Measures by Customer. As between Customer and Nuix, Customer shall have responsibility for the purposes for which and the manner in which Personal Data is Processed, and how long such Personal Data shall be retained.

4.2 Security Measures by Nuix. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Nuix has implemented in relation to Personal Data appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR, as more fully described in Annex II ("Nuix Security Provisions"). The Nuix Security Provisions are subject to technical progress and development. Nuix may update or modify the Nuix Security Provisions from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

4.3 Nuix Personnel. Nuix shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Nuix or its relevant Affiliate who may have access to, or need to know, Personal Data, ensuring in each case that access is limited to that strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to Nuix, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 5. Personal Data Breach Response

5.1 Notification. Upon becoming aware of a Personal Data Breach that affects Personal Data, Nuix will notify Customer without undue delay and will provide information relating to such Breach as reasonably requested by Customer. Nuix will use reasonable endeavors to assist Customer in mitigating, where possible, the adverse effects of any Personal Data Breach that affects Personal Data, at Customer's expense. Within the timeframes required for Customer to meet its notification obligations under applicable Data Protection Laws, Customer agrees to coordinate with Nuix in good faith on the content of Customer's intended public statements or required notices for the affected Data Subjects and/or notices to the relevant data protection authorities regarding such Breach.

5.2 Contact Information and DPO. Customer shall provide Nuix with contact information for a single point-of- contact for use in the case of notification of a Personal Data Breach that affects Personal Data and shall maintain the currency of such information. Customer shall also inform Nuix if it has a Data Protection Officer, and shall provide contact information for such person, and shall maintain the currency of such information. The single point of contact for Nuix Data Privacy matters is [privacy@nuix.com](mailto:privacy@nuix.com)



## 6. Audit Reports

6.1 Nuix audits its compliance against data protection and information security standards on a regular basis. Such audits are conducted by Nuix's internal audit team or by third party auditors engaged by Nuix. The specific audits, and the data protection and information security certifications Nuix has achieved, will necessarily vary depending upon the nature of the Services in question. Upon Customer's written request, and subject to obligations of confidentiality, Nuix will make available to Customer a summary of its most recent relevant audit report, and/or other documentation reasonably required by Customer which Nuix makes generally available to its customers, so that Customer can verify Nuix's compliance with the Data Protection Laws. To the extent such audit reports are deemed by Customer to not be reasonably sufficient to address any concern regarding Nuix's compliance with the Data Protection Laws, Nuix shall provide any additional information necessary to demonstrate such compliance, and allow for and contribute to audits, including inspections, conducted by Customer as Controller, or another auditor appointed by Customer at Customer's expense, provided, however, that except where required by a data protection authority or in the event of a Personal Data Breach that affects Personal Data, such audit or inspection (i) will be preceded by at least 14 (fourteen) days' written notice from Customer to Nuix, (ii) will not be conducted more than once in any 12 (twelve)-month period, (iii) will not result in any breach of confidentiality owed by Nuix to any third party or under applicable law.

## 7. Data Transfers and Exports

7.1 Data Transfers. Nuix may transfer and Process Personal Data to and in other locations around the world where Nuix or its Sub-processors maintain data processing operations as necessary to provide the Services. The terms of this DPA shall be read in conjunction with the SCC and other applicable transfer mechanisms pursuant to this Section 7.

7.2 Data Transfers from the EEA, UK, and Switzerland. Customer, as data exporter, and Nuix and its relevant Affiliates, each as a data importer, hereby execute, *mutatis mutandis* as the case may be, the SCC, which are expressly incorporated herein by reference and shall apply to the Personal Data and take effect as from the commencement of a transfer of Personal Data by Customer to Nuix or its Affiliates, to the extent such transfer would be prohibited by Data Protection Law in the absence of the SCC, as follows: (i) Module 2 (Controller to Processor) or Module 3 (Processor to Processor) SCC shall apply, as appropriate, to any such transfer that is subject to GDPR. The Annexes to the SCC are attached as Annexes I, II, III to this DPA, and the Customer recognizes the adequacy of the security measures described therein. Nuix will provide a copy of inter-company agreements including SCC (or previous versions thereof) to Customer upon Customer's written request, subject to redaction as may be appropriate. If Nuix adopts Binding Corporate Rules or another alternative data export solution (as recognized under EU Data Protection Law), then the relevant SCC will cease to apply with effect from the date that Nuix implements such new data export solution.

7.3 The parties agree that with respect to the Module 2 or Module 3 SCC:

- a) Clause 7 – *Docking* clause shall apply;
- b) In Clause 9 – *Use of sub-processors*, “Option 2” shall apply and the “time period” shall be 15 days;
- c) In Clause 11(a) – *Redress*, the optional language shall not apply;
- d) In Clause 13(a) – *Supervision*, the following shall be inserted: The supervisory authority of one of the Member States in which the data subjects whose Personal Data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I, shall act as competent supervisory authority;
- e) In Clause 17 – *Governing law*, “Option 1” shall apply, and the “Member State” shall be Germany;
- f) In Clause 18 – *Choice of forum and jurisdiction*, the Member State shall be Cologne Germany;
- g) Annex I to the SCC shall be deemed populated with the relevant sections of Annex I to this DPA; and
- h) Annex II to the SCC shall be deemed populated with the relevant sections of Annex II to this DPA; and
- i) Annex III to the SCC shall be deemed populated with the relevant section of Annex III to this DPA.

## 8. Deletion of Personal Data

8.1 Following expiration or termination of the Agreement, and at any time during the term of the Agreement upon written request, Nuix will delete or return to Customer any Personal Data in Nuix's possession, except to the extent Nuix is required by applicable law to retain some or all of the Personal Data (in which case Nuix will archive the data and implement reasonable measures to prevent the Personal Data from any further Processing).

## 9. Cooperation

9.1 Data Protection Requests. If Nuix receives any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data, including requests from individuals seeking to exercise their rights under the Data Protection Law, Nuix will promptly redirect the request to the Customer. Nuix will not respond to such communication directly without Customer's prior written authorization, unless legally compelled to do so. If Nuix is required to respond to such a request, Nuix will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.

9.2 Customer Requests. Nuix will reasonably cooperate with Customer, at Customer's expense, to permit Customer to respond to any



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requests from individuals or applicable data protection authorities relating to the Processing of Personal Data to the extent that Customer is unable to access the relevant Personal Data in their use of the Services.

9.3 DPIAs and Prior Consultations. To the extent required by Data Protection Law, NuiX will, upon reasonable notice and at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and/or prior consultations with data protection authorities.

## **10. Liability, Indemnification and Relationship with the Agreement**

10.1 Each of NuiX and Customer shall bear full responsibility for any fines or penalties imposed on it by a data protection authority regarding the activities governed by this DPA, and shall have no right to seek contribution to, or indemnification from, the other party with respect to any such fines or penalties.

10.2 Each of NuiX and Customer shall have the right to seek damages from the other party with regard to any material breach by the other party of its obligations under this DPA provided that:

- such damages have been finally determined in an arbitration award, or in the final judgment of a court of competent jurisdiction; no indemnification obligation for such damages shall apply;
- neither party shall have any liability with respect to incidental, indirect or consequential damages, including any and all third-party claims; and
- the aggregated liability of either NuiX or Customer for such damages shall be limited to the amount of payments made by Customer to NuiX during the rolling 12 (twelve)-month period preceding the incident giving rise to the claim.

10.3 This DPA acts as an amendment to the Agreement, and any provisions of the Agreement that conflict with or are inconsistent with Agreement shall not apply to the activities governed by this DPA. With regard to activities under the Agreement that are not governed by this DPA, the Agreement shall remain in full force and effect.

## **11. Certification**

11.1 By executing this DPA, NuiX certifies that it understands the restrictions on its Processing of Personal Data set forth herein, including but limited to the restrictions set forth in Section 2.4 above, and agrees that it will comply with them.



## ANNEX I – DESCRIPTION OF THE PROCESSING

### A. LIST OF PARTIES

#### Data exporter(s):

Name: Identified as ‘Customer’ or ‘Licensee’ in agreement

Address: The address for Customer or Licensee specified in the agreement

Contact person’s name, position and contact details: Incorporated from Customer Agreement Official Registration Number (if any):  
Incorporated from Customer Agreement

Activities relevant to the data transferred under these Clauses: Software and Services as set forth in the Agreement.

Signature and date: By signing the underlying agreement, the data exporter will be deemed to have signed ANNEX I.

Role (controller/processor): Controller or Processor

#### Data importer(s):

Name and Address: Nuix and all Nuix affiliates and subsidiaries identified in the agreement

Contact person’s name, position and contact details: Ilona Meyer, General Counsel and Corporate Secretary, [privacy@nuix.com](mailto:privacy@nuix.com)

Activities relevant to the data transferred under these Clauses: Hosting, IT, and technical services as set forth in the Agreement.

Official Registration Number (if any): UK ICO, ZA749757

Signature and date: By signing the underlying agreement, Nuix will be deemed to have signed this ANNEX I. Role (controller/processor):  
Processor.

### B. DESCRIPTION OF TRANSFER

#### *Subject matter and duration of the processing*

The subject matter and duration of the Processing of the Personal Data are set out in the Customer Agreement and this DPA.

#### *Categories of data subjects whose personal data is transferred / processed*

As the controller, the data exporter determines the categories of Data Subjects whose Personal Data is processed for the Customer as part of the Software or Services provided under the Agreement but may include Customer’s end users, employees, customers, contractors, suppliers and other third parties.

#### *Categories of personal data transferred;*

As the controller, the data exporter determines in its sole discretion the categories of Personal Data Processed as part of the Software or Services provided under the Agreement.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

As the controller, the data exporter determines whether sensitive data is processed as part of the Software or Services provided under the Agreement. As such, Nuix treats all Customer Personal Data as sensitive Personal Data and applies safeguards accordingly.

#### *The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Personal data will be processed on a continuous basis.

#### *Nature of the processing; Processing operations*

With regard to SaaS Services, Nuix and its Sub-processors are processing Personal Data on behalf of Customer as described in the Agreement including data storage, security, and incidental Personal Data Processing necessary to maintain the Software and SaaS infrastructure.

With regard to Services, Nuix and its Sub-processors are processing Personal Data on behalf of the Customer to provide Services and/or Support or fulfilling contractual obligations to Customer as described in the Agreement.

#### *Purpose(s) of the data transfer and further processing*

As the Controller, Customer determines the purpose of the Processing under the Agreement. Nuix processes the data only for the purpose of providing Services under the Agreement.

#### *The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period*



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As the controller, the Customer determines the retention period for Personal Data processed within the Customer's Software and SaaS and Services. For any Personal Data provided by Customer to Nuix for the purpose of Nuix providing Services related to the Software, Nuix retains the Personal Data for the length of the Services provided under the Agreement.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

Sub-processors may process data to deliver various parts of the contracted services, e.g. hosting provider may host data and service management provider may capture data provided in service requests during the period in which Nuix provides service to the Customer and Nuix has a valid contract with the sub-processor.

*Which Parties may end the IDTA Addendum as set out in Section 19 of the IDTA Addendum:*

Neither.

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13 of the Module 2 or Module 3 SCC Data Protection Authority of North Rhine-Westphalia (Landesbeauftragte für Datenschutz und Informationsfreiheit Nordrhein-Westfalen)*



## ANNEX II - TECHNICAL AND ORGANIZATIONAL MEASURES

*Description of the technical and organisational measures implemented by Nuix (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

This Annex sets forth the technical and operational security measures (“**Nuix Security Provisions**”) Nuix shall maintain during the Term. Capitalized terms not otherwise defined in this Annex have the definitions assigned to such terms in other parts of the Agreement.

1. **General.** Nuix shall establish and maintain physical, technical, and administrative safeguards, as necessary, designed to prevent the unauthorized destruction, loss, theft, access, use, disclosure, or alteration of Customer Data in Nuix’s possession or control, hosted in the Nuix Discover SaaS Platform. Such procedures and safeguards shall comply with applicable laws and shall be no less rigorous than those maintained by Nuix for its own information of a similar nature or for others of Nuix’s customers with respect to information of a similar nature. Nuix shall regularly, but in no event less than annually, evaluate the effectiveness of its information security program and shall adjust and update such program as warranted by the results of such evaluation.
2. **Policies and Procedures.** Nuix shall maintain written information security policies and procedures that Nuix reviews annually to address emerging threats. Such policies may include policies relating to acceptable use of assets, passwords, secure development and engineering, information asset handling, media disposal, event and system logging, change control, security incident response, business continuity and disaster recovery. Nuix’s policies and procedures shall provide for discipline for Nuix employees who do not comply with Nuix’s information security policies.
3. **Security Certifications.** Nuix shall comply with and annually obtain a third party audit report assessing its compliance with the then-current version of ISO/IEC 27001– Information Security Management, for the cloud-based infrastructure supporting the Nuix Discover SaaS Platform covering: (i) the Nuix Discover Native Client Applications; (ii) the Nuix Discover Web Applications and Services; (iii) Nuix Discover Application Programming Interfaces; (iv) Software Development Lifecycle; and (iv) Source Code.
4. **Access Controls.** Nuix shall implement and maintain access controls, including secure authentication and password requirements, and remote access policies, applicable to media, applications, operating systems and equipment processing Customer Data. Nuix shall restrict access to records and files containing Customer Data to those employees who need to know such information to perform their job duties.
5. **Nuix Discover SaaS System Security.** Nuix shall implement reasonable measures to secure its systems, computers and technologies included in the Nuix Discover SaaS Platform, including software and security patches and updates, firewalls, up-to-date anti-virus software, intrusion detection and prevention mechanisms and technologies, and monitoring and logging capabilities on systems processing Customer Data. In addition, Nuix shall conduct logging and monitoring of access to Customer Data outside of normal system activity. Nuix shall conduct annual risk assessments to assess the effectiveness of its technical controls and security policies and procedures for the Nuix Discover SaaS Platform.
6. **Segmentation.** Nuix shall logically separate Customer Data from Nuix’s other licensees’ data in the Nuix Discover SaaS Platform. Client databases and client file shares are logically separated and dedicated for each client organization within the Nuix Discover SaaS Platform.
7. **Encryption.** Nuix shall encrypt Customer Data: (i) at rest, within the Discover boundary, and (ii) in transit, to and from the Discover boundary, using reasonable encryption technologies (to AES-256), where applicable.
8. **Data Destruction, Back-up and Disaster Recovery Procedures.** Nuix shall maintain industry-standard procedures for the recovery of destroyed, lost or damaged Customer Data with respect to Customer Data in Nuix’s possession or control. Nuix shall also maintain policies on secure disposal of data and media.
9. **Employee Matters.** Nuix shall provide Nuix employees who have access to Customer Data with information security training designed to ensure such employees’ compliance with Nuix’s obligations related to Customer Data under the Agreement and applicable law. In addition, Nuix shall require that employees with access to Customer Data enter into confidentiality agreements protecting the confidentiality of such data. Nuix shall conduct such background checks on Nuix employees as Nuix deems appropriate for the employee’s role, where permitted by applicable law.
10. **Service Provider Controls.** Nuix shall require that services providers processing Customer Data on Nuix’s behalf maintain reasonable safeguards to protect Customer Data in such service provider’s possession or control.
11. **Physical Security.** Nuix shall maintain reasonable physical security at Nuix facilities where Customer Data is processed (“**Nuix Facilities**”). Physical security controls at Nuix Facilities shall include the following, at a minimum:
  - (a) All entrances and exits to Nuix Facilities shall be equipped with alarms designed to detect and alert security personnel to unauthorized access.
  - (b) Access to Nuix Facilities shall be by key-card or equivalent method that authenticates individuals and logs all entries.
  - (c) Visitors to Nuix Facilities shall be clearly identified and their access limited only to areas necessary in order to fulfill their functions.
  - (d) Nuix shall maintain access logs of Nuix employees and visitors who have gained access to the Nuix Facilities.



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**12. Physical Security of Data Centers.** NuiX relies on AWS and Zadara to supply the physical infrastructure and physical security at facilities processing Customer Data including NuiX Discover SaaS (“**Data Centers**”). Information concerning AWS’s physical security controls may be found at <https://aws.amazon.com/compliance/data-center/controls/>. Information concerning Zadara’s physical security controls can be found at: <https://support.zadara.com/hc/en-us/articles/213025226-Zadara-Storage-Security-Brief>.



ANNEX III – List of Sub-Processors

Company Name and Address	Country in (or from) which Processing takes place	Scope of services provided by Subprocessor	Data Transfer Mechanism
<b>Nuix Affiliates</b>			
Nuix Limited Level 29 1 Market Street Sydney NSW 2000 Australia	Australia	Application Support and Infrastructure Maintenance	Standard Contractual Clauses
Nuix North America, Inc. 13755 Sunrise Valley Drive Suite 300 Herndon, VA 20171 USA	United States	Application Support and Infrastructure Maintenance	Standard Contractual Clauses
Nuix Technology UK Limited 5th Floor 210 Euston Road, London, NW1 2DA	United Kingdom	Application Support and Infrastructure Maintenance	Adequacy Decision Standard Contractual Clauses
Nuix Ireland Limited 3rd floor, 12 South Mall Centre, Cork, Ireland	Ireland, Germany	Application Support and Infrastructure Maintenance	N/A
<b>3rd-Party Vendors</b>			
Amazon Web Services Inc. 410 Terry Avenue North Seattle, WA 98109-5210 United States  Amazon Web Services EMEA Sarl 38 avenue John F. Kennedy L-1855 Luxembourg	Served out of multiple locations; Can be configured to ensure data remains in: Germany UK Canada US	Cloud hosting and infrastructure	Standard Contractual Clauses
Zadara Storage Inc. Unit 9, United Business Centre. Cirencester Office Park, Tetbury Road Cirencester Gloucestershire GL7 6JJ	Served out of multiple locations; Can be configured to ensure data remains in: Germany UK Canada US	File data storage	Standard Contractual Clauses
ServiceNow UK Ltd. 1 Bridge Street Staines-upon-Thames TW 18 4TW United Kingdom	Netherlands	Service Management Application (Support tickets; incidents passed to ops)	Standard Contractual Clauses
Sekuro Operations Pty Ltd L 5 725-731 George St . Haymarket NSW 2000 Australia	Australia	Security Operations Center Managed Services processes system security logs (does not include Discover application security logs)	Standard Contractual Clauses With UK IDTA
<b>Optional Services</b>			
IBM Australia Limited Level 13, IBM Centre 601 Pacific Highway St. Leonards NSW 2065 Australia	GLOBAL	IBM Watson Audio Transcription Service	This is an optional function. Data may be transferred out of country in accordance with IBM's terms. The Standard Contractual Clauses apply, in accordance with IBM's data transfer provisions. <a href="#">IBM Privacy and Data Security Link</a> <a href="#">Data Transfer Provisions</a> <a href="https://www.ibm.com/privacy/privacy-shield">https://www.ibm.com/privacy/privacy-shield</a>
Google LLC 1600 Amphitheatre Parkway, Mountain View, California 94043 USA	GLOBAL	Google Translate: Machine Language Translation	This is an optional function. Data may be transferred out of country in accordance with the terms of Google Translate. The Standard Contractual Clauses apply, in accordance with the Google Cloud Terms and Conditions. <a href="https://cloud.google.com/terms/service-terms">https://cloud.google.com/terms/service-terms</a> <a href="https://cloud.google.com/translate/docs">https://cloud.google.com/translate/docs</a> <a href="https://cloud.google.com/translate/data-usage">https://cloud.google.com/translate/data-usage</a> <a href="https://cloud.google.com/terms/eu-model-contract-clause">https://cloud.google.com/terms/eu-model-contract-clause</a>



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<b>Company Name and Address</b>	<b>Country in (or from) which Processing takes place</b>	<b>Scope of services provided by Subprocessor</b>	<b>Data Transfer Mechanism</b>
Microsoft Pty Ltd 1 Epping Road North Ryde NSW 2113 Australia	Served out of multiple locations; Can be configured to ensure data remains in Germany	Microsoft Translator: Machine Language Translation	This is an optional function that can be configured to ensure that data is not transferred out of country. <a href="https://azure.microsoft.com/en-us/global-infrastructure/geographies/">https://azure.microsoft.com/en-us/global-infrastructure/geographies/</a> To force the request to be handled by a specific Azure geography, change the Global endpoint in the API request to the desired regional endpoint.