



Nuix SaaS Support Terms

1. **Support Services.** Nuix will provide support for SaaS Offerings as set out in this document in a professional and workmanlike manner (“**Support**”). Support for SaaS Offerings includes the following:

- (a) clarification of the SaaS Offerings functions, features, operation, and documentation; and
- (b) Defect verification, analysis, and correction.

Support for Software is not governed by this document and is instead governed by the Nuix Software Support Terms available at <https://www.nuix.com/legal>.

2. **Support Team and Locations.** Nuix provides Support via its personnel based in Australia (Sydney and Melbourne), Germany (Frankfurt), the United Kingdom (London), and the United States (Pittsburgh, PA and Reston, VA) (“**Support Team**”).

3. **Support Access.** Customer must submit Support requests through the Nuix Support Portal available at <https://nuix.service-now.com/support>. Support requests can be lodged via the Nuix Support Portal 24 hours 7 days a week. Support requests will, however, only be responded to by the Support Team between 8am and 7pm Monday through Friday (other than on Christmas Day and New Years Day) in the Support Team locations (“**Support Hours**”). Support requests will be automatically allocated to the support personnel in the closest time zone, except for Priority 1 Support requests. Customer may optionally request global support when making a request (in which case a request may be picked up by support personnel in a different time zone).

4. **Content of Requests.** When submitting a request for Support, Customer must ensure that no Customer Data containing Personal Information is included in the request or provided to Nuix as part of receiving Support (except where this is pre-approved in writing by Nuix).

5. **Availability.** Nuix will make its SaaS Offerings available in accordance with the applicable service level agreement. Nuix’s service level agreements for eligible SaaS Offerings are as set out in Attachment 1 to this document. Service credits will be payable by Nuix only where, and to the extent, specified in the relevant service level agreement.

6. **Response Times.** After Customer submits a Support request, it will receive an automated email from Nuix, and the Support Team will respond to the request pursuant to the priority levels and estimated response times outlined below. If the support request falls outside of Nuix’s Support Hours, or Customer is not available to assist the Support Team in the resolution of the issue, Nuix will not be responsible for adhering to the applicable response time. At no time does Nuix guarantee or commit to a “fix” for any issue raised. Nuix reserves the right to close a Support ticket without further responsibility if Customer does not provide appropriate feedback to Nuix within 10 days of receiving a new SaaS Offering, a workaround for a problem, or fails to respond to a request for additional information.

Priority Level	Definition	Initial Response Time*
Priority 1 (Critical)	A production-level incident that results in a total loss of SaaS Offering availability, or a major failure affecting critical SaaS Offering functionality. To be a Priority 1 issue, the incident must directly impact >40% of Authorised Users.	15 Minutes
Priority 2 (High)	A production-level incident that is not a Priority 1 incident and causes major degradation or loss of important SaaS Offering functionality. To be a Priority 2 issue, the incident must directly impact between 20 and 40% of Authorised Users in relation to important SaaS Offering functionality or affect at least 1 critical function. While the SaaS Offering may still be partially operational in the event of a Priority 2 incident, performance or capability is significantly reduced.	30 Minutes
Priority 3 (Medium)	An incident that is not a Priority 1 or Priority 2 incident and that causes partial, non-critical loss of functionality or minor degradation of the SaaS Offering. Priority 3 incidents include those which affect only a small number of Authorised Users, or less critical features for a SaaS Offering.	8 Hours
Priority 4 (Low)	An incident or request for a SaaS Offering that does not fall into one of the other priority tiers. Priority 4 issues tend to be incidents that have little to no operational effect on the customer and can include general questions around use.	24 Hours

* Response time estimates are measured during Support Hours.

7. **Updates and Supported Versions.** Nuix reserves the right, at its sole discretion, to apply Updates. The Customer acknowledges that the SaaS Offering is hosted and operated by Nuix as a multi-tenant platform and that all customers access the same version of the SaaS Offering at any given time (“**Supported Version**”). Nuix will provide reasonable advance notice of Updates before applying an Update centrally and will take commercially reasonable steps to ensure that Updates do not materially and adversely affect the performance or functionality of the SaaS Offering.

8. **On-Site Support.** On-site attendance is not included in Support. If the parties agree that on-site Support is required (email acceptable), Customer must pay Nuix’s then-current hourly rates for such on-site support and reimburse Nuix for all related travel and living expenses. All such expenses must be reasonable and incurred in accordance with Nuix’s travel and living policy.

- 9. Exclusions to Support.** Nuix's Support obligations do not apply to:
- (a) custom development, consulting, or other professional services;
 - (b) third party systems Customer chooses to integrate, connect, or interoperate with the SaaS Offering;
 - (c) Customer-requested enhancements or features to the SaaS Offering; and
 - (d) troubleshooting data specific issues not directly caused by or related to the SaaS Offering.
- 10. Fees for Excluded Services.** Fees for provision of excluded support services, as described above, will be determined on a case-by-case basis by Nuix and the Customer pursuant to a separate agreement for that work.
- 11. Customer Responsibilities.**
- (a) **Customer Contacts.** Customer must appoint personnel who are trained and knowledgeable in the operation of the SaaS Offering to serve as the primary contacts with Nuix for all Support communication.
 - (b) **Training.** Customer must properly train its personnel in the proper use of the SaaS Offering and the equipment on which the SaaS Offering is operating.
 - (c) **Reporting.** Customer must document and promptly report all errors or malfunctions of the SaaS Offering to Nuix. Nuix will provide Customer with a trouble ticket number that Customer will use to track the status of each issue. Customer must 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.
- 12. Support Term.** Support will commence on the date when Nuix grants the Customer access to the SaaS Offering (or such other date agreed between the parties) and will continue in parallel with the applicable Subscription Period.
- 13. Definitions.** In this document:
- Defect** means a reproducible failure of the SaaS Offering to materially conform to the specifications (including as to features) in the applicable documentation when used in accordance with the terms of the agreement.
- Add-on Feature** means any modules, solutions, add-ons, features, upgrades, or enhanced functionality that Nuix makes available under a separate SKU or that are not provided to all customers of the Solution as part of the standard solution without additional fees.
- SaaS Offering** means the software-as-a-service offerings hosted and made available by Nuix to Customer and includes any Updates of that software-as-a-service provided by Nuix to Customer and (where applicable) Add-on Features.
- Supported Version** has the meaning given in clause 7.
- Support Hours** has the meaning given in clause 3.
- Support Team** has the meaning given in clause 2.
- Update** means any major updates or minor updates (which include patches and other error corrections or minor enhancements) to the SaaS Offering issued by Nuix from time to time via Support but does not include Add-on Features.

Attachment 1
Service Level Agreement for Eligible SaaS Offerings

1. **Availability.** Nuix's availability commitment in a given calendar month ("**Service Period**") for each Eligible SaaS Offering in a production environment is 99.5% ("**Availability Commitment**"). "**Actual Availability**" of an Eligible SaaS Offering in a Service Period is calculated as follows:

$$\text{Actual Availability} = \frac{\text{Total} - \text{Unplanned Outage}}{\text{Total}} \times 100\%$$

Where:

Eligible SaaS Offering means Nuix Neo Discover SaaS and Nuix Neo SaaS.

Total means the total minutes in the Service Period less any time during the Service Period in which the Eligible SaaS Offering is not available because of an Exception;

Unplanned Outage means the total minutes that the Eligible SaaS Offering was not available in the Service Period outside of the Scheduled Downtime window;

Exception means: (a) unauthorised use of the Eligible SaaS Offering; (b) Customer's delay in performing, or failure to perform, any of its obligations under the Solutions Agreement; (c) Force Majeure Events; (d) Scheduled Downtime; (e) a Defect not classified as Priority 1; (f) disabling, suspension, or termination of the Eligible SaaS Offering by Nuix pursuant to the Solutions Agreement; or (g) factors and events which Nuix is not contractually responsible for; and

Scheduled Downtime means any period during the Service Period in which the Eligible SaaS Offering was not available because of routine maintenance up to a maximum of four hours per Service Period.

2. **Service Credits.** Nuix must issue a credit to the Customer for Service Periods in which the Actual Availability was lower than the Availability Commitment, subject to the following:
- (a) the amount of the credit is equal to the Availability Commitment minus the Actual Availability multiplied by the fees paid for the SaaS Offering for the Service Period, subject to a maximum of five percent (5%) of the total fees paid for the Service Period ("**Service Credit**");
 - (b) Nuix has no obligation to issue any Service Credit unless: (1) Customer requests such Service Credit in writing within 30 days of the end of the Service Period; (2) Customer is fully paid-up (i.e., not delinquent) on any payments to Nuix; (3) Customer has complied materially with all contractual terms for the use of the SaaS Offering during the Service Period; and (4) the Service Credit is greater than \$1; and
 - (c) any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Availability Commitment failure occurred, provided that no Service Credit will be issued during a termination notice period. This clause 2 sets out Customer's sole remedy for any failure by Nuix to meet the Availability Commitment.