



## Nuix Software Support Terms

- 1. Support Services.** Nuix will provide support for Software as set out in this document in a professional and workmanlike manner (“**Support**”). Support for Software includes the following:
  - (a) clarification of the Software’s functions, features, operations, and documentation; and
  - (b) Defect verification, analysis, and correction.Support for SaaS Offerings is not governed by this document and is instead governed by the Nuix SaaS 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 in relation to Software, 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. 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 the trouble ticket without further responsibility if Customer does not provide appropriate feedback to Nuix within 10 days of receiving new Software, a workaround for a problem, or fails to respond to a request for additional information.

Priority Level	Definition	Initial Response Time*
<b>Priority 1</b> (Critical)	A production-level incident that results in a total loss of Software availability, or a major failure affecting critical Software functionality. To be a Priority 1 issue, the incident must directly impact >40% of Authorised Users with no reasonable workaround available to Customer without Support.	1 Hour
<b>Priority 2</b> (High)	A production-level incident that is not a Priority 1 incident and causes major degradation or loss of important Software functionality. To be a Priority 2 issue, the incident must directly impact between 20 and 40% of Authorised Users in relation to important Software functionality or affect at least 1 critical function. While the Software may still be partially operational in the event of a Priority 2 incident, performance or capability is significantly reduced.	4 Hours
<b>Priority 3</b> (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. Priority 3 incidents include those which affect only a small number of Authorised Users, or less critical features.	12 Hours
<b>Priority 4</b> (Low)	An incident or request 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 questions around use.	24 Hours

\* Response time estimates are measured during Support Hours.

- 6. Updates.** Nuix reserves the right, at its sole discretion, to issue Updates. Nuix will provide reasonable advance notice of Updates and take commercially reasonable steps to ensure that Updates do not materially and adversely affect the performance or functionality of the Software. Customer must promptly apply all Updates provided by Nuix.
- 7. Supported Versions.**
  - (a) For the purposes of this clause ‘major update’ means an Update where there is a change in the number to the left of the first decimal point in the Software’s version number (e.g. 3.0 to 4.0) and ‘minor update’ means an Update where there is a change in the number to the right of the first decimal point in the Software’s version number (e.g. 3.0 to 3.1 or 3.0.0 to 3.0.1).

- (b) Following the release of a major update, the Supplier will continue to support the immediately preceding major update version (“**Supported Prior Version**”) for a period of not less than 12 months from the date on which the major update is first made generally available to customers (“**Supported Period**”). During the Supported Period, Nuix may provide minor updates (including security patches and critical bug fixes) in respect of the Supported Prior Version but will have no obligation to develop or release patches or fixes for the Supported Prior Version that would otherwise be fixed by the Customer moving to a later version. Except as set out in this clause or otherwise agreed between the parties, Nuix will have no obligation to maintain, support, or make available the Supported Prior Version or any earlier versions.
  - (c) Nuix is not obliged to provide Support in respect of versions other than the current version, except as set out in this clause 7. The versions which Nuix will support under this clause are the “**Supported Versions**”.
- 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) Software installation or troubleshooting of software installation issues not directly associated with the Software (including but not limited to Elasticsearch);
  - (b) environment configuration, and environment troubleshooting issues not directly associated with the Software;
  - (c) administrator or end user training;
  - (d) custom development, consulting, or other professional services;
  - (e) third party systems Customer chooses to integrate, connect, or interoperate with the Software;
  - (f) Customer-requested enhancements or features to the Software;
  - (g) troubleshooting data specific issues not directly caused by or related to the Software; and
  - (h) Software versions other than the Supported Versions.
- 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 Software 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 Software and the equipment on which the Software is loaded and operating.
  - (c) **Reporting.** Customer must document and promptly report all errors or malfunctions of the Software 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 delivers the license key for the Software to the Customer (or such other date agreed between the parties) and will continue in parallel with the applicable Subscription Period.
- 13. Definitions.** In this document:
- 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.
- Defect** means a reproducible failure of the Software (other than Software which has been modified without Nuix’s prior written consent), to materially conform to the specifications, (including as to features), in the applicable documentation, when the Software is used in accordance with the terms of the agreement.
- Software** means the object code version of any software supplied by Nuix to Customer for use in an environment managed or controlled by Customer and includes any Updates of that software provided by Nuix to Customer and (where applicable) Add-on Features.
- Support Hours** has the meaning given in clause 3.
- Support Team** has the meaning given in clause 2.
- Supported Version** has the meaning given in clause 7.
- Update** means any major updates or minor updates (which include patches and other error corrections or minor enhancements) to the Software issued by Nuix from time to time via Support but does not include Add-on Features. Add-on Features may be offered by Nuix to the Customer under separate terms and at additional cost.