

Attachment #1

Service Level Agreement for Nuix Discover SaaS

You (“**Customer**”) agree that the following Service Level Agreement for Nuix Discover SaaS Services (“**Agreement**”) governs the delivery of any Services provided by Nuix entered into pursuant to the Nuix Discover Master Services Agreement or any other ordering document as applicable (collectively, the “**Contract**”) to which this Agreement is attached and made a part thereof. Ordering any Nuix Discover Services from Nuix or any authorized reseller indicates Customer’s acceptance of this Agreement. Any defined terms not defined herein, have the meaning ascribed in the Contract.

1. **Service Levels.** Subject to the terms and conditions of this Agreement and the Contract, Nuix will use commercially reasonable efforts to make the Services Available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below in Section 2 (the “**Availability Requirement**”). “**Service Level Failure**” means a failure of the Service to meet the Availability Requirement. “**Available**” or “**Availability**” means the Services are available for access by Customer and its Authorized Users over the internet, and shall be calculated as follows:

$$x = \frac{(n - y) * 100}{n}$$

- a) “x” is the Availability percentage.
- b) “n” is the total number of minutes in a given calendar month.
- c) “y” is the total number of minutes the Service under Nuix’s Direct Control is not Available in a given calendar month.

“**Direct Control**” means network services to the internet service provider circuit termination point on the router in the data centers (that is, public internet connectivity); and all hardware, virtual servers, and software applications offered by Nuix.

2. **Exceptions.** For purposes of calculating the Availability Requirement, the following are “**Exceptions**” to the Availability Requirement (*i.e.*, specifically excluded from “n” and “y,” as defined in Section 1 above), and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User; (b) Customer Failure; (c) Customer's or its Authorized User's internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Nuix pursuant to this Agreement; (f) Scheduled Downtime; (g) Incident not classified as Severity Level 1; or (h) disabling, suspension, or termination of the Services by Nuix pursuant to the Contract. Nuix is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, misuse of the Services, or failure to perform, any of its obligations under the Contract (each, a “**Customer Failure**”). “**Force Majeure Event**” means circumstances beyond Nuix's Direct Control (whether or not reasonably anticipated), including acts of God, flood, fire, earthquake or explosion, war, terrorism, cyber-attacks, invasion, riot or other civil unrest, a pandemic, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

3. Service Level Failures and Remedies. In the event the Availability percentage is below the Availability Requirement, Nuix shall issue a credit to the Customer for the Service Period the Service Level Failure occurred (“**Service Credit**”), subject to the following:

- a. The amount of the Service Credit is equal to the number of minutes the Service is not Available above the Availability Requirement divided by the total minutes in the Service Period multiplied by the monthly Fees for the Service, subject to a Service Credit maximum of five percent (5%) of the total fees that would be payable for that Service Period if no Service Level Failure occurred.
- b. Nuix has no obligation to issue any Service Credit unless: (i) Customer requests such Service Credit in writing within 3 calendar days of receipt of the invoice for the Service Period, (ii) Customer is fully paid-up (*i.e.*, not delinquent) on any payments to Nuix, and (iii) the Service Credit is greater than \$1 USD.

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 Service Level Failure occurred, provided that no Service Credit will be issued during a termination notice period. This Section 3 sets forth Nuix’s sole obligation and liability and Customer's sole remedy for any Service Level Failure.

4. Service Level Support.

- a) Nuix will maintain website(s) at which the following technical support resources will be available: (a) articles and publications providing information about the Service, (b) information and notification about version releases of the Service, (c) Documentation with respect to the Services.
- b) Nuix provides support during the support hours published on the Nuix.com website (<https://www.nuix.com/support>) and are subject to change. Support teams shall not provide support on Nuix’s or its designees’ regional or global holidays. In the event a holiday falls on a weekend, Nuix reserves the right to acknowledge the holiday on both the weekend day as well as the preceding Friday or following Monday.
- c) For all other Incidents, a ticket must be submitted through Nuix’s self-service support portal, which is currently located at <https://nuix.service-now.com/support>.
- d) If a Customer is not available to assist the Nuix in the resolution of the Incident, Nuix will not be responsible for adhering to the Availability Requirement and the Services will not be considered un-Available. At no time does Nuix guarantee a “fix” for any issue raised.

5. Incident Management. “**Incident**” means a period of time lasting more than 15 minutes during which the Service (or some portion of the Service) is not available to the Customer. Start time of an Incident for Nuix begins when Nuix acknowledges, verifies, and can reproduce the problem. The Incident is considered resolved when it is no longer “Repeatable” or observed by Nuix. Nuix distinguishes four potential Incident levels as specified in the table below. “**Repeatable**” is defined as an Incident that can be reproduced either through Nuix’s monitoring tools or by a Nuix employee. Once an incident is verified by Nuix, Nuix will respond to the client regarding the incident within the time frame listed below. “**Response Time**” is defined as the time period by which Nuix will acknowledge the existence of the incident and severity.

Incident Priority	Incident Classification	Response Time
Severity Level I – Severe	Service is unavailable to Authorized Users.	15 Minutes

Incident Priority	Incident Classification	Response Time
Severity Level II – Critical	Service is available but in a significantly impaired manner, including highly degraded system performance or responsiveness.	30 Minutes
Severity Level III – Urgent	Component issues within Service affecting the productivity of Authorized Users and for which there is an immediate workaround solution.	8 Hours
Severity Level IV – Important	Failure of a redundant service or device within Services which does not impact the productivity of Authorized Users.	24 Hours

6. **Scheduled Downtime.** Nuix will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services as detailed at <https://www.nuix.com/support> ("**Scheduled Downtime**").