NINTEX MASTER SUBSCRIPTION AGREEMENT

This Nintex Master Subscription Agreement ("Agreement") is between Nintex and the customer that has purchased a subscription to the Service ("Customer"). "Nintex" means the Nintex affiliate designated on the applicable Order Form (as defined below). If you are an individual using the Service on behalf of a corporation, partnership, or other entity, then that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement on behalf of such entity and bind such entity to the terms and conditions of this Agreement. Each of Nintex and Customer is a "Party" and together they are the "Parties."

This Agreement applies only to the Service listed in the applicable Order Form or any amendment thereto. Nintex reserves the right to make other Nintex software or services available under separate agreements. This Agreement includes any attachments and referenced policies, including without limitation the applicable Nintex Support Policy and Order Form entered into between the Parties.

Customers are responsible for maintaining active licenses and complying with all applicable agreements for all Connected Services and Workflow Environments.

From time to time, Nintex may non-materially modify this Agreement. Unless otherwise specified by Nintex, changes become effective for existing subscription Customers upon renewal of the then-current Subscription Term. Customer may be required to click to accept the modified Agreement before using the Nintex Service in a Renewal Subscription Term, and in any event, continued use of the Service during the Renewal Subscription Term will constitute Customer's acceptance of the version of the Agreement in effect at the time the Renewal Subscription Term begins.

IMPORTANT: IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE. BY EXECUTING A WRITTEN ORDER FOR THE SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. SERVICE SUBSCRIPTION

1.1 Provision of Service. The Service is provided by Nintex on a subscription basis for a set term designated herein or in the applicable Order Form. The Service may be delivered to Customer: (a) as software to be installed on Customer's designated on-premise server; (b) for integration with Customer's designated Deployment Environment, and/or (c) as an online service, as designated in the applicable Order Form.

1.2 Trial Access. If Nintex has made available to Customer free, trial, or evaluation access to the Service ("Trial Access"), such access is limited to evaluating the Service to determine whether to purchase a subscription from Nintex. Customer may not use Trial Access for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. Nintex has the right to terminate Trial Access at any time. Unless Customer purchases a subscription for the Service, upon any such termination or expiration Customer's Trial Access will cease. If Customer purchases a subscription to the Service, all of the terms and conditions in this Agreement will apply to such purchase and the use of the Service. NOTWITHSTANDING ANYTHING IN THIS AGRMEENT TO THE CONTRARY, NINTEX WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT,

OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL ACCESS.

1.3 License to Use the Service. Nintex owns all rights, title and interest in and to the Service. Nintex hereby grants Customer a non-exclusive, non-transferable, right to access and use the Service, solely for its own internal business purposes during the Subscription Term, subject to the terms and conditions of this Agreement and any restrictions and limitations designated in the applicable Order Form. Subject to the limited rights expressly granted hereunder, Nintex reserves all rights, title, and interest in and to the Service, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

1.4 Restrictions. Customer must not (a) modify, copy or create any derivative works based on the Service; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a Service bureau, or otherwise make the Service available to any third party; (c) frame or mirror any content forming part of the Service, other than on Customer's own intranet for Customer internal business purposes as permitted in this Agreement; (d) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party

privacy rights, (e) use the Service to store or transmit Harmful Code, (f) interfere with or disrupt the integrity or performance of the Service, (g) attempt to gain unauthorized access to the Service or its related systems or networks, (h) permit direct or indirect access to or use of the Service in a way that circumvents the Purchased Volumes or any other applicable contractual usage limit, (i) reverse engineer or decompile any portion of the Service, including but not limited to, any software utilized by Nintex in the provision of the Service, except to the extent required by applicable law; (j) access the Service in order to build any commercially available product or Service or otherwise commercially exploit the Service; or (k) copy any features, functions, integrations, interfaces, or graphics of the Service. Customer's use of the Service is subject to the Nintex Customer Use Policy, attached hereto and available at http://www.nintex.com/legal.

1.5   Support. During the Subscription Term, Nintex will provide Support in accordance with the Nintex Subscription Support Policy, attached hereto and available at http://www.nintex.com/legal and the applicable Support Documentation. Support is subject to the terms of this Agreement, the Order Form, and the Nintex Subscription Support Policy.

2.   USE OF THE SERVICE

2.1   Purchased Volumes. The Service provided to Customer is subject to the Purchased Volumes and other limitations set forth in the Order Form. Customer may increase the Purchased Volumes at any time during the term of the Agreement. If Customer's usage is in excess of the Purchased Volumes, and excess usage is not provided for in the applicable Order Form, Nintex will notify and work with the Customer to bring usage within the Purchased Volumes. If Customer's usage of the Service continues to exceed the Purchased Volumes at the at the end of the thirty (30) day period after Customer is notified of the excess usage, Nintex may: (a) suspend Customer's access to the Service in accordance with the Contract Disputes Clause (Disputes Act), and/or (b) require Customer execute an Order Form to purchase additional quantities based on the excess usage price set forth in the applicable Order Form or Nintex's add-on pricing schedule, as applicable (each, an "Overage Order Form"). Each Overage Order Form will have a subscription period coterminous with the applicable Initial or Renewal Subscription Term.

2.2   Customer Responsibilities and Customer Content. Customer will use the Service solely for its internal business purposes and not for the benefit of any third parties. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, appropriateness, and legality of any Customer data or other business information ("Customer Content") used in the Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Nintex promptly of any such unauthorized access or use, and (d) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations. Customer is the sole and exclusive owner of all Customer Content. Customer grants Nintex a worldwide, non-exclusive, royalty-free right and license to host, transfer, display, perform, reproduce, modify, and distribute Customer Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) but only for the sole purpose of providing the Service to Customer and addressing any service or technical problems.

2.3   Nintex Responsibilities. For the duration of the Subscription Term, Nintex shall implement and maintain administrative, physical, and technical safeguards that meet then-current and relevant industry standards related to the privacy, security, confidentiality, integrity, and availability of Customer Content, including, without limitation, by maintaining a written information security program that includes applicable policies, procedures, training, and technology controls designed to protect Customer Content from unauthorized access, use, disclosure, alteration, or destruction. Nintex will use or process Customer Content consistent with this Agreement and Nintex's Privacy Policy attached hereto and at https://www.nintex.com/legal/privacy-policy (the "Privacy Policy"). Nintex shall retain the right to collect usage telemetry and other statistics from the Service to be used to monitor compliance with applicable usage limits, and for diagnostic, operational, performance, analytics, and product improvement purposes.

The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Nintex is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.4   Retention of Certain Content and Applications. During the Subscription Term, Nintex shall retain any electronic content submitted by or for Customer to the Nintex App Studio service for use in building custom branded mobile workflow applications (collectively, the "App Studio Submitted Content"). Nintex is not responsible or liable for the deletion, correction, destruction, damage, or loss of any App Studio Submitted Content. Upon termination of the Subscription Term, Nintex reserves the right to delete any App Studio Submitted Content.

3.   FEES AND PAYMENT

3.1   Fees. Customer must pay all fees specified in all Order Forms in accordance with the GSA Schedule Pricelist (the "Fees"). Except as otherwise stated in an Order Form, all Fees are quoted and payable in U.S. dollars and are based on Service rights acquired and not actual usage. Except as otherwise stated in an Order Form or as provided herein, payments must be made on an annual basis in advance.

3.2   Reserved..

3.3 Invoicing and Payment. Fees for the Service will be invoiced in accordance with the relevant Order Form. The first year's Fees, as specified in each Order Form, are due and payable upon Customer's execution of such Order Form. All other Fees due hereunder (except fees subject to good faith dispute) will be due and payable within thirty (30) days of invoice receipt date. Customer will provide Nintex with complete and accurate billing and contact information.

3.4 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Nintex's discretion, late charges at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

3.5 Reserved.

3.6 Taxes.. If Nintex has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Nintex with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, in connection with this Service, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Nintex Confidential Information includes the Service and Documentation. Customer Confidential Information includes Customer Content. Confidential Information of each Party includes code, business and marketing plans, financial information, technology and technical information, inventions, know-how, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except

as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

4.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. Nintex recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

4.4. No Intellectual Property Rights. THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING PARTY UNDER THIS AGREEMENT, except for the restricted right to use disclosing Party's Confidential Information for the express, limited purposes described above.

5. LIMITED WARRANTY. Nintex represents and warrants that during the Subscription Term, the Service shall operate in substantial conformity with the applicable Documentation. For any breach of this limited warranty, the Customer's sole and exclusive remedy and Nintex's sole liability shall be, in Nintex's sole discretion, the correction of the non-conformity or, if Nintex cannot substantially correct such non-conformity, Nintex may terminate Customer's use of the Service and refund any prepaid but unused fees covering the remainder of the Subscription Term.

6. LIMITATION OF LIABILITY

6.1 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NINTEX PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINTEX MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF

MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

6.2   IN NO EVENT SHALL NINTEX'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AND/OR THIS AGREEMENT AND/OR ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND NINTEX EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO NINTEX TO USE THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL NINTEX BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE AND/OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

7.   **MUTUAL INDEMNIFICATION**

7.1   Indemnification by Nintex. Nintex will have the right to intervene to defend, indemnify and hold Customer harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Nintex; (b) gives Nintex sole control of the defense and settlement of the Claim (provided that Nintex may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Nintex, at Nintex's cost, all reasonable assistance. Nothing contained herein shall be construed in derogation of the U.S.

Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Nintex will not be required to indemnify Customer in the event of: (w) modification of the Service by Customer, or Users in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or Service not provided by Nintex; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Nintex reasonably believe it will be enjoined, Nintex will have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Nintex, then use of the Service may be terminated at the option of Nintex and Nintex's sole liability will be to refund any prepaid, but unused, Subscription Fees paid by Customer for such Service.

7.2   Reserved..

8.   **USAGE CERTIFICATIONS AND AUDIT RIGHTS**

8.1   Usage Certifications. Upon written request, Customer shall furnish to Nintex a signed certification certifying that Customer is using the Service pursuant to the terms of this Agreement and the applicable Order Form. If the Customer has deployed the Service as software on premises, no more frequently than once in any three month period, Customer will run a script provided by Nintex which will collect certain usage data from Customer's on-premises deployment (collectively "Usage Data"). Nintex shall provide this Usage Data to Customer upon Customer's written request.

8.2   Nintex Audit Rights. With reasonable prior notice of at least ten (10) days, Nintex may audit Customer's use of the Service to ensure compliance with the terms of this Agreement and the applicable Order Form. All such audits shall be conducted during regular business hours and no more frequently than once in any twelve (12) month period and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Nintex with respect to such audit. Customer shall be responsible for all additional Subscription Fees for use of the Service and the reasonable costs of the audit in the event the audit reveals that Customer's use of the Service exceeded any of Purchased Volumes set forth in the applicable Order Form.

9.   **TERM AND TERMINATION**

9.1   Term. This Agreement will commence on the Effective Date and continue for a period of twelve (12) months (the "Initial Subscription Term"), and

may be renewed at the end of the Initial Subscription Term (or any renewal term) for a period of one year (each, a "Renewal Subscription Term" and, together with the Initial Subscription Term, the "Subscription Term")by executing a written order for the Renewal Subscription. Any such renewal will be at the list price in effect at the time of such renewal.

9.2   Termination.   When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nintex shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

9.3   Effect of Termination. Upon any termination of this Agreement, Customer must, as of the date of such termination, immediately cease accessing or otherwise utilizing the Service and Nintex Confidential Information. Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable to Nintex prior to the effective date of termination. Upon termination for cause by Nintex, all future amounts due under all Order Forms will be accelerated and become due and payable immediately.

10.   NINTEX DRAWLOOP DOCGEN®

10.1. Nintex Drawloop DocGen®. The Nintex Drawloop DocGen Service ("Drawloop") is provided as a managed package for the Customer's Salesforce Organization. Salesforce.com is a third-party service provider and Nintex makes no representations or warranties regarding the functionality, operability, or Customer's access to Salesforce.com. Customer's access to the Drawloop Service is subject to the availability of Customer's Salesforce Organization and proper performance of the Customer's obligations to Salesforce.com. Nintex shall not be liable for performance issues or downtime of the Drawloop Service to the extent caused by Salesforce.com or other factors outside Nintex's control. Any unauthorized access to the Nintex Drawloop Service or other abuse or impermissible activity in connection with the Nintex Drawloop Service may result in immediate temporary suspension or termination of Customer's access to the Nintex Drawloop Service pursuant to Section 8 of the Agreement.

10.2   Customer Content. Customer's use of the Nintex Drawloop DocGen or Nintex DocGen Services may result in Customer directing transmission of Customer Content outside Customer's Salesforce Organization or other Deployment Environments, and/or to unaffiliated third parties or third-party applications, in each case as a result of Customer's configuration of the Service. Upon such transmission of Customer Content by Customer, Nintex shall not be responsible for the privacy, security or integrity thereof. Nintex will not use or disclose Customer Content except solely in connection with processing such data in the normal course of Customer's use of the Nintex Drawloop DocGen or Nintex DocGen Services as otherwise provided for in this Agreement or as required by law. Nintex shall not be responsible or liable for the failure to store, deletion, correction, destruction, damage, or loss of any Customer Content.

11.   PROMAPP PROCESS MANAGEMENT SERVICE

11.1   Promapp Process Management Solution. Customers who purchase a subscription to the Promapp Process Management Solution, a hosted central repository for managing business process information (the "Promapp Service") are bound by the terms in this Agreement, the applicable Order Form, and the Nintex Customer Use Policy.

11.2. Calculations. Nintex does not warrant the accuracy, correctness, reliability, and completeness of any formulae, or calculation available within the Promapp Service ("Calculations"). Customer acknowledges that the results from such Calculations are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only, and are subject to change depending on a variety of factors, which may not have be taken in account in the computation.

12.   GENERAL PROVISIONS

12.1. Export Compliance. The Service and other technology Nintex makes available, and derivatives thereof, may be subject to export control and economic sanctions laws and regulations of the United States and the import laws and regulations of foreign governments. Each party represents that it is not named on any U.S. government denied-party list. Customer agrees that: (a) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations and (b) Customer shall not allow any third party to export, re-export, or transfer any part of the Service in violation of these laws and regulations. The foregoing obligations include but are not limited to Customer or a third party exporting, transferring, or importing the Service to: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-ofconcern) or applicable international specially-designated parties or economic sanctions programs; (iii) to any end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

12.2 Entire Agreement. This Agreement and the Order Form(s) constitute the entire agreement between Customer and Nintex regarding the Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.3 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld. In the event of such a termination, Nintex will refund to Customer any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.4 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.5 Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.7 Force Majeure. In accordance with GSAR 552.212-4(f), Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Nintex or Customer employees, respectively), computer attacks or Harmful acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.8 Choice of Law and Jurisdiction. Excluding conflict of laws rules, this Agreement shall be governed by and construed under (a) the laws of the State of California, U.S. if Customer is located in North or South America, (b) the laws of the state of Victoria, Australia if Customer is located in Asia or Australia, or (c) the laws of England and Wales if Customer is located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Los Angeles, California when the laws of California apply, (ii) Melbourne when the laws of the State of Victoria, Australia apply, or (iii) London when the laws of England and Wales apply. Nothing in this section shall restrict Nintex's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Botflow" means a series of actions using automated programs which include a manual or automated start and a termination or end in a physical or virtual desktop environment.

"Connected Service" means any cloud service or external application that is called by the Service using a Nintex Connector.

"Customer" means the entity listed in the Order Form.

"Deployment Environment" means the environment in which Customer deploys its Purchased Volumes, including, but not limited to, Microsoft Office 365 and Salesforce.com.

"Documentation" means Nintex's online user guides, documentation, help and training materials, and the Customer Use Policy, as updated from time to time, accessible via https://community.nintex.com, https://nintex.com/company/legal, or login to the applicable Service.

"Harmful Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Order Form" means the Nintex Order Form for the Service executed by Customer.

"Purchased Volumes" means the applicable Workflows, Botflows, Processes, Document Generations, Users, mobile applications, and any other limits set forth in the Order Form.

"Salesforce Organization" means the virtual space provided to an individual Customer of Salesforce.com.

"**Service**" means the products and services purchased by Customer pursuant to the Order Form(s) and made available by Nintex subject to this Agreement.

"Subscription Term" means the set term designated herein or in the applicable Order Form.

"Support" means the support, assurance, new releases and related maintenance services for the Service described in the Support Documentation and includes the Support Documentation and all other associated Material provided by Nintex in relation to that support. "Material" means material in any form, including online, including documents, reports, products, information, data, source code, and methodologies.

"Support Documentation" means any documentation provided by Nintex that is incorporated in or associated with Support.

"Users" means the individuals who are authorized by Customer to have access to the Service.

"Workflow" means a series of workflow actions which include a manual or automated start and a termination or end.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NINTEX

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Privacy Policy

This Privacy Policy applies to www.nintex.com (https://www.nintex.com) and community.nintex.com (https://community.nintex.com/) owned and operated by Nintex Global Ltd. and its affiliates.
Effective Date: May 28, 2020

Nintex Global Ltd. and its affiliates ("Nintex", alternatively "we", "us" and "our") are committed to respecting and protecting your personal information. This online Privacy Policy is provided to advise you of the personal information Nintex may gather and how this information is held, used and managed. This Privacy Policy applies to the Nintex.com website (the "Site"), the Nintex Community website, the Nintex Mobile Application, and the Nintex Workflow Platform (collectively, the "Services"). As this online Privacy Policy forms part of the terms of use of the Services, nintex.com website ("Site"), the Nintex Community, located at community.nintex.com, the Nintex Mobile Application, and the Nintex Workflow platform, we encourage you to periodically check for updates. Workflow platform, we encourage you to periodically check for updates.

The EU General Data Protection Regulation (GDPR) came into effect on May 25, 2018. This regulation sets a new standard for how organizations collect, use, and protect EU citizens' personal information. The GDPR does not require personal information of EU citizens to be stored in the EU. The GDPR does require transfers of EU citizens' personal information outside of the EU to comply with certain international data transfer standards. Nintex complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use,

and retention of personal information transferred from the European Union and Switzerland to the United States. Nintex has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/ (https://www.privacyshield.gov/).

Additionally, Nintex can also offer customers and partners a data processing addendum containing the E.U. model clauses upon request.

Nintex intends to require our third party providers to either subscribe to the Privacy Shield Principals, be subject to the EU Privacy Directive or another adequacy finding, or enter into a written agreement that requires them to provide at least the same level of privacy protection as is required by the EU Privacy Directive, including the so-called "Model Clauses".

Nintex does not solicit, does not require and you should not disclose to Nintex any sensitive personal data (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) via our website.

We will only process your personal data in accordance with applicable data protection and privacy laws.

If you have questions or comments regarding our compliance with GDPR, please contact us at GDPR@nintex.com (mailto:GDPR@nintex.com).

EU-U.S. Privacy Shield

Nintex participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework. All U.S. entities and subsidiaries listed in our Privacy Shield certification record, accessible here (https://www.privacyshield.gov/participant?id=a2zt0000000Gp5bAAC&status=Active), also adhere to the Privacy Shield Principles. Nintex is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List (https://www.privacyshield.gov/list).

Nintex is responsible under the Principles for the processing of Personal Data it receives under the Privacy Shield and subsequently transfers to third parties acting as agents on our behalf. Nintex remains liable if such agent processes Personal Data from the European Economic Area and/or Switzerland in a manner inconsistent with the Principles (unless Nintex can prove that we are not responsible for the event giving rise to the damage).

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Nintex is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Nintex may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at https://www.jamsadr.com/eu-us-privacy-shield (https://www.jamsadr.com/eu-us-privacy-shield). Under certain conditions, more fully described on the Privacy Shield website, (https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint) you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

Swiss – U.S. Privacy Shield Framework

Nintex also complies with the Swiss – U.S. Privacy Shield framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from Switzerland. Nintex has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view Nintex's certification, please visit https://www.privacyshield.gov/ (https://www.privacyshield.gov/).

Information Obtained by Nintex

Personal information you provide: We store the personal information you enter on the Nintex website or give to Nintex in other ways. We currently obtain personal information through:

- registration to use our products and services;

- event tracker scanning;

- registration for events and webinars;

- sign-up to our newsletters and event alerts; and

- participation in discussion forums.

Personal information currently solicited: We collect first and last name, sign-in name, password, position, company name, contact phone number, country and email address.

Uses made of collected personal information: Nintex collects and logs this information in order to:

- identify you when you sign-into your Nintex Connect account;

- send you information you have requested, such as our newsletters and alerts;

- carry out statistical analysis of the Nintex website and the people visiting, in order to improve the website and our services; and

- contact you directly, or via one of our distribution partners, following the supply of personal information. If you wish to stop all Nintex correspondence please contact inquiries@nintex.com (mailto:inquiries@nintex.com)

Device Information: When you download and use our Services, Nintex automatically collects information on the type of device you use and your operating system version.

Geo-Location: On devices that enable location-based services, we may receive location information (determined by GPS or other signals), if you consent. We may use this information to provide personalized location-based services and content. You can restrict our access to your device's location by adjusting the location-based service preferences on your device.

Automatic Collection – Cookies and Other Tracking Technologies

In common with most other websites, Nintex and its affiliates, analytics partners, marketing partners, or service providers use cookies and similar technologies to analyze trends and to manage your session on the Nintex website and Nintex Connect.

Tracking technologies are used to make your visits easier in several ways: necessary session management; performance enhancement; and functionality. Cookies and other similar technologies help manage your session so that you can move easily from one page to another, so that your page requests are loaded in a smooth, consistent, and secure manner, and to track user traffic patterns using statistics from users' visits to the Nintex website. These technologies also make your next visit easier by authenticating sign-ins to the parts of the site that are for registered users, to enable you to submit forms or other information through the website, to initiate downloads of content, and otherwise store any preferences or selections you set through the website. Finally, these technologies make the site more useful. This remembered information helps us understand how people use the website and gives us explicit information about the technologies that we use and your choices when it comes to these technologies. As true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to any other information we collect about you.t you.

Unless you have adjusted your browser settings so that it will refuse browser cookies, our system will issue browser cookies as soon as you visit one of our Services, and, once you have browser cookies enabled and visited one of our Services, we store a browser cookie on your computer or device to remember this for the next time you visit our Services. This Cookie will expire. However, if you wish to withdraw your consent before then, you may do so at any time, but will need to delete your browser cookies using your internet browser settings.

If you do not want to accept browser cookies, most browsers provide a simple procedure that allows you to configure your browser settings so that your browser automatically declines browser cookies, or gives you the choice of declining or accepting the transfer to your computer of a particular browser cookie from a particular Service. You can find instructions for disabling cookies on most browser types on AboutCookies.org's "How to delete Cookies" page at www.aboutcookies.org (http://www.aboutcookies.org) and at www.youronlinechoices.eu (http://www.youronlinechoices.eu).

However, the use of Cookies may be necessary to provide certain features, and choosing to reject browser cookies may reduce the functionality of the Nintex site or services. If you disable essential Cookies, functions that will likewise be disabled include, among other things: the ability to log in, the ability to download materials and products, the ability to use single sign on to access the

partner portals. If you disable non-essential Cookies, the site and services should still operate overall, but certain content-based aspects of the services may not work properly. In addition, turning off your browser's cookies will prevent cookies from measuring the relevance and effectiveness of our services, e-mails, and advertising.

You can opt out of receiving Google Analytics cookies by following the instructions to change Ad Settings under the Google Analytics cookies subsection on the Safeguarding Your Data page located at http://www.google.com/analytics/learn/privacy.html (http://www.google.com/analytics/learn/privacy.html).

Our site contains links to other websites, including those of our partners, whose information practices may be different from ours. Visitors should consult those other third party websites' privacy notices, since those websites are not covered by this Privacy Policy and may follow different procedures. From time to time, we also partner with third parties who may place cookies on your browser when you visit our website, may send their own cookies to your cookie file, and may use those cookies to provide targeted advertising based on your interests and previous browsing history. Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

We use Local Shared Objects such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your browsing activity also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

The information above has been provided to give clear and comprehensive information about Nintex's use of cookies and similar technologies. If you choose to use the Services without blocking or disabling cookies or opting out of these technologies, you will indicate your consent to our use (in accordance with this Privacy Policy) of any personal information that we collect using these technologies. If you do not consent to the use of these technologies, please be sure to block or disable them using your browser settings, the opt-out links above, or the settings on your mobile device.

Mobile Analytics

Nintex uses mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and from where

the application was downloaded. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile application.

Information Collected Through Nintex Live and the Workflow Platform

Nintex collects information under the direction of its Users and has no direct relationship with the individuals whose personal information it processes. Nintex works with its Users to help them provide notice to their customers concerning, the purpose for which personal information is collected. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to Nintex's User (the data controller). If the User requests Nintex to remove the data, we will respond to their request within 30 days. If you are a customer of one of our Users and would no longer like to be contacted by that User, please contact them directly.

Nintex may transfer personal information to companies that help us provide our service. Transfers to subsequent third parties are covered by the provisions in this Policy regarding notice and choice and the service agreements with our Users. Nintex will retain personal data we process on behalf of our User for as long as needed to provide services to our Client. Nintex will retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Nintex Customer Experience Program

Nintex delivers to our customers a world-class process automation platform experience. We include in the development process for our products and services customer feedback received from usability tests, surveys, the collection of workflow statistics and user interviews. The Nintex Customer Experience Program (NCEP) has been created to provide Nintex customers the opportunity to contribute to the continued evolution of Nintex platform.

The NCEP service will collect certain telemetry and workflow statistics to help us better understand how customers utilize the Nintex platform and where we might focus future product improvement initiatives. Participation in the program is strictly voluntary, and customers who have opted in can choose to opt out at any time.

The NCEIP service will run in Nintex products to collect certain telemetry and workflow statistics on a monthly basis. This data is then transferred securely to Nintex through HTTPS encrypted communications. The data will be collected

and processed without interrupting your use of the Nintex process automation platform.

The NCEP service collects only certain telemetry and workflow statistics and does not collect any data within a workflow or form. The data collected will include:

- Nintex product versions installed (Forms and Workflow)

- How often workflow actions are used

- How often form controls are used

- How often a form setting is used

- Number of unique workflow initiators and approvers (Individuals are not identifiable)

- Number of unique form designers and participants (Individuals are not identifiable)

- What designer is used (Responsive or Classic)

- What settings are used within a form; and

- How often a form is used, designed, and submitted

This data will assist Nintex in identifying the platform capabilities customers use most often.

The NCEP service will not collect personally identifiable information, SharePoint data (including documents, list items, calendar events, or search history), configuration data (such as connection details, data entered in configuration fields, or default values) or any data entered in forms by users.

All data is sent using HTTPS to ensure data is securely transferred. Data will only be accessible by authorized individuals and will not be shared with third-parties.

Any products that have the option to participate in NCEP will provide the option to opt-in or opt-out of the program at any time. This option will be available from the Central Administration site.

Information Sharing

We will share your personal information with third parties only in the ways that are described in this Privacy Policy. We do not sell your personal information to third parties. We may disclose aggregate statistics about visitors to the Site in order to describe our services to prospective partners, sponsors and other reputable third parties and for other lawful purposes, but these statistics will include no personal information.

We may also disclose your personal information:

- as required by law, such as to comply with a subpoena, or similar legal process

- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request,

- to any other third party with your prior consent to do so.

- if Nintex is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information,

- to any other third party with your prior consent to do so.

We use service providers, including a customer relationship management software provider, marketing automation provider, social community software provider, gamification service provider, and website analytics provider, to provide certain services in support of the Site. These service providers may need to have access to your information in order to provide their services.

Certain services identified on this site are offered by business partners. If you wish to take up those services you will need to share your information with them in order to receive these services. These companies are authorized to use your personal information only as necessary to provide these services to us.

Public Forums

Our website offers publicly accessible community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them.

Social Media Features

Our website includes Social Media Features, such as the Facebook Like button, and Widgets, such as the Share This button or interactive mini-programs that run on our website. These Features may collect your Internet protocol address, which page you are visiting on our website, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our website. Your interactions with these Features are governed by the privacy statement of the company providing it.

Tell-A-Friend

If you choose to use our referral service to tell a friend about our site, we will ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting him or her to visit the site. Nintex stores this information for the sole purpose of sending this one-time email and tracking the success of our referral program.

Your friend may contact us at inquiries@nintex.com (mailto:inquiries@nintex.com) to request that we remove this information from our database.

Choice/Opt-Out

You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or you can contact us at inquiries@nintex.com (mailto:inquiries@nintex.com).

Testimonials

We display personal testimonials of satisfied customers on our site in addition to other endorsements. With your consent we may post your testimonial along with your name.

Access to Personally Identifiable Information

Upon request, Nintex will provide you with information about whether we hold any of your personal information. In certain circumstances we may be required by law to retain your personal information, or may need to retain your personal information in order to continue providing a service. If your personal information changes, or if you no longer desire our service, you may update, amend, ask to have it removed from a public forum or testimonial on our site or deactivate it by emailing our Customer Support at support@nintex.com

(mailto:support@nintex.com) or by contacting us by telephone or postal mail at the contact information listed below. We will respond to your request to access within a reasonable time.

You have control of your privacy at all times, you may indicate who is able to see your information by logging into your account and updating your Privacy settings within the "Privacy" settings tab of your profile. You may revoke access to some or all of your information at any time.

Once you have created an account you may upload a photo of yourself. Please note that this photo may be viewable by other users of the site. You may, at any time, remove your photo by logging into your account and deleting it.

Data Retention

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at GDPR@nintex.com (mailto:GDPR@nintex.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Links to Other Sites

You may access third party websites and services through this website. If you submit personal information to any of those sites, your information is governed by their privacy policies. These websites are not subject to Nintex's Privacy Policy. You should review the Privacy Policy of each individual website you access via hyperlinks from this web site, and assess whether the policy of each website is satisfactory to you before you use that website.

Data Storage and International Transfers

Information that you submit via the Site is held on servers in the USA, Ireland, and Australia. This information may be transferred to other countries, for example to other of our Nintex offices or where one of our service providers or partners is located in another country. If we transfer your information in this way, we will take steps to ensure that your privacy rights continue to be protected.

Security

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal information, you can contact us at inquiries@nintex.com (mailto:inquiries@nintex.com).

Updating This Privacy Policy

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Resolving Privacy Issues

Should you have any concerns regarding the Nintex Privacy Policy or you wish to access or update your information or raise any issues with Nintex, please contact us or by mail at the addresses below, and we will do our best to resolve your issues.

Americas

Nintex USA Inc.
10800 NE 8th Street, Suite 400
Bellevue, WA 98004
Phone: +1 (425) 324 2400 (tel:+14253242400)
Fax: +1 (425) 458 0105 (tel:14254580105)

1 Post, Suite 175
Irvine, California 92618
Phone: +1 (949) 242-0455 (tel:19492420455), option 1
Toll Free: +1 (877) 462-LOOP (5667) (tel:18774625667), option 2

Europe

Nintex UK Ltd
Ground Floor
138 Fetter Lane
London, EC4A 1BT
United Kingdom
Phone: +44 (0) 20 3693 0200 (tel:4402036930200)
Fax: +44 (0) 20 3002 5613 (tel:4402030025613)

Nintex Subscription Support Policy

I. Overview

This Support Policy (**"Support Policy"**) describes the policies and procedures under which Nintex ("**Nintex**") provides technical support and maintenance services ("**Support**") for its process platform and associated product(s) (collectively, the "**Service**") to its customers (each, a "**Customer**").

Support is provided for the Service pursuant to the separate Subscription Agreement and Order Form under which Customer has purchased Support and is subject to the terms and conditions of that Agreement, Order Form, and the terms of this Support Policy. Support is provided for the term specified in the Subscription Agreement and will automatically renew with the renewal of the Subscription Agreement or the applicable Order Form.

Support is available through Nintex's online web-based support portal located at http://www.nintex.com/support ("**Support Portal**") and telephonically, as indicated on Annex A and Annex B to this Support Policy (each, an "**Annex**" and collectively, the "**Annexes**").

This Support Policy sets forth expectations for Support between the Customer and Nintex's Support organization, including:

- A. Who is authorized to submit issues;
- B. How to submit issues;
- C. What types of issues are supported; and
- D. How and when Nintex resolves and closes reported issues.

II. Definitions

- A. <u>Contact</u>: means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Service. Customers are expected to make every effort to ensure that the individuals that are designated as Contacts are qualified to support the Customer teams internally.

- B. <u>Documentation</u>: means Nintex's online user guides, documentation, and help and training materials, as updated from time to time, accessible via https://community.nintex.com, the Support Portal, or login to the applicable Service.

- C. <u>Incident</u>: means each individual issue with the Service reported to Nintex.

- D. <u>Product Releases</u>: are specific versions of the core Service.

- E. <u>Releases</u>: are updates to the Service that provide: (1) new features, modifications, or enhancements to the Service; (2) updates to features, code corrections, patches, and other general updates of the Service; or (3) fixes to the Service. Releases do not include separate or different products marketed by Nintex under a different name, i.e., Nintex Hawkeye® is not a Release of Nintex for Office365.

III. Scope of Support

- A. <u>What Support Includes</u>. If Customer is current on payment for Support and the Service, Nintex shall provide Customer with Support consisting of the following:

    1. Web and phone-based submissions of Incidents, as specified in the applicable Annex;

    2. Product Releases and Releases;

    3. The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Service and a forum where Customer, partners, and other users of the Workflow Service can share information and ideas about how to use the Service;

    4. Access to an online secure site that contains existing cases, and

    5. Guidance and troubleshooting in connection with questions and issues arising from the following Customer activities with respect to the Service:

a. Basic Configuration Issues: Nintex will troubleshoot Customer's configuration settings for existing installations of Supported Products (as defined below in Section III.C) to ensure proper operation and connectivity.

b. Usage Issues: Nintex will respond to Customer's "how to" questions related to standard and intended Workflow Service usage.

c. Efforts to Correct the Service: Nintex will make commercially reasonable efforts to correct bugs or other errors in the Service. Customer acknowledges that Nintex is not required to correct every bug, error, or problem with the Service that it reports to Nintex or of which Nintex is otherwise made aware and that Nintex does not guarantee resolution times.

B. <u>What Support Excludes</u>. Customer acknowledges that if a non-supported Incident is submitted, they may be referred to their Partner of record or another authorized Nintex Partner. If Customer decides to engage their Partner or another authorized Nintex Partner, the costs of those services, if any, will be Customer's responsibility. The following are excluded from Support:

1. Service that has been altered or modified, unless altered or modified by Nintex;

2. Service that has not been installed, operated, or maintained in accordance with the Documentation;

3. Troubleshooting of Microsoft, other third party, or open standards based technologies, such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scripts; and

4. Custom solutions or actions.

C. <u>Service Covered</u>.

1. <u>Supported Products</u>: Nintex will provide Support only as specified in this Support Policy. Nintex supports use of the Service only as specified in the Documentation. Nintex's Support obligations do not cover hardware, operating systems, networks, or third-party software. Customer understands that Nintex may need additional information as to Customer's use of the Services during the term of this Support Policy.

2. <u>Supported Product Versions</u>: Nintex will provide Support for the current and the preceding Product Release (N-1) for all on-premises products.

3. <u>End of Life</u>: Nintex will provide Support for a Product Release or Release containing new features, modifications, or enhancements up to twelve (12) months after the issuance of the end of life notice. After such time, for an additional twelve (12) months, Nintex will provide limited Support to Customers consisting solely of troubleshooting issues, identifying work arounds, and resolving critical security issues.

D. <u>Lapsed Subscriptions</u>. Nintex accepts late subscription renewal payments for up to 90 days from the subscription expiration date upon payment of: (1) the fee for the Renewal Term, and (2) a 20% reinstatement fee.

IV. **Incident Submission and Resolution**

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

A. <u>Submitting Incidents</u>.

1. <u>Who May Submit Incidents</u>?

Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.

2. <u>Customer Obligations</u>.

a. Customer will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network and/or applicable Products to help troubleshoot or resolve the issue.

b. Customer will give Nintex reasonable access to the Product and systems where the Service is deployed as necessary for Nintex to determine the cause of the problem and find a resolution. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and

security. Nintex recommends Customers create backup copies of configuration files before any work is performed.

    c.   Customer acknowledges that by not implementing a Release, it may render the Service unusable or non-conforming, and Customer assumes all risks arising from the failure to install such Releases. Even if Customer has paid the applicable fees, Nintex will not be required to provide Support if Customer has not properly implemented all Release provided by Nintex.

3.   How to Submit Incidents.

Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to Nintex by an authorized Contact through the Support Portal or via phone based on the level of Support purchased by Customer, as specified in the applicable Annex.

4.   How to Report an Incident.

In order to expedite the resolution of Incidents, Nintex expects that Customer will make every attempt possible to:

    a.   Verify that the Incident is reproducible (as applicable).

    b.   Provide information necessary to help Nintex track, prioritize, reproduce, or investigate the Incident.

    c.   Provide a full description of the issue and expected results.

    d.   Categorize issues (technical question, defect, license request, enhancement request, etc.).

    e.   List steps to reproduce the issue and relevant data.

    f.   Provide any applicable log files (de-identified of sensitive data if appropriate).

    g.   Provide exact wording of all issue-related error messages.

    h.   Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.

    i.   Identify any existing Incident number in ongoing communications with Nintex.

B. Support Response and Incident Resolution.

1.   Nintex Incident Response.

For each Incident reported by Customer in accordance with these procedures, Nintex shall:

    a.   Confirm receipt of the reported Incident within the Initial Response time specified in the applicable Annex.

    b.   Set a Severity Level for the Incident in accordance with the terms below.

    c.   Use commercially reasonable efforts to respond to the Incident within the time specified the applicable Annex.

    d.   Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.

    e.   Give Customer direction and assistance in resolving the Incident.

    f.   Keep a record of ongoing communications with Customer.

    g.   Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.

    h.   Upon request of Customer, discuss Severity Level and ongoing communication time frame. Nintex may modify the Incident's Severity Level at its sole discretion.

2.   Severity Levels.

Nintex will prioritize Incidents according to the following criteria:

- Severity 1 ("**S1**"): is the highest priority and receives first attention. S1 Cases are to be submitted when

Customer cannot access the Service.

- Severity 2 ("**S2**"): indicates a reported Incident where the issue has severely impacted the performance of the Service's intended use and is causing a material and adverse impact to the majority of Customer's users; or the Service is not operating in a material respect within the documented functionality and it is impacting the majority of Customer's users or deployed workflows.

- Severity 3 ("**S3**"): indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Service that is impacting the minority of Customer's users or deployed workflows.

- Severity 4 ("**S4**"): indicates a reported Incident requesting assistance and may include questions of how to use the Service. It may also include a reported Incident where the Service is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Nintex will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

3. Resolution and Closure of Incidents.

Incidents shall be closed in the following manner:

a. For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available release that addresses the issue.

b. In the event that custom or unsupported plug-ins, modules, or custom code is used, Nintex may ask, in the course of attempting to resolve the issue, that Customer remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Nintex may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in in the Documentation.

c. For issues outside of scope as outlined in this document, Nintex may close issues by identifying the Incident as outside the scope of Support.

d. Dropped Issues. Nintex may close an Incident if the Contact has not responded after two (2) weeks from the date that Nintex requested additional information required to solve the case. Customer may request Incidents be re-opened. At Nintex's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

SUPPORTED SERVICES	
Supported Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	8AM Eastern Time – 5PM Pacific Time, Monday – Friday Limited support during holidays
Business Hours (EMEA)	6AM – 5PM, GMT, Monday – Friday Limited support during holidays
Business Hours (APAC)	5AM – 5PM, Australian Eastern Time, Monday – Friday Limited support during holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas: +1 425 533 2827 EMEA: +44 2036955056 (*UK*) +27 (0)116751175 (*SA*) APAC: +61 388205139 (*AUS*) +64 92813430 (*NZ*) +81 8003330150 (*JPN*) +65 3158 8990 (*SGP*)
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 8 Hours S2 – 1 Business day S3 – 2 Business day S4 – Best effort
DEVELOPMENT WORKFLOWS	
Development Workflows	2 x max Workflows

Annex B
Enterprise Support

SUPPORTED SERVICE	
Supported Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	4PM Sunday – 5PM Friday, Pacific Time, Limited support during holidays
Business Hours (EMEA)	10PM Sunday – 1AM Saturday, GMT, Limited support during holidays
Business Hours (APAC)	5AM Monday – 9AM Saturday, Australian Eastern Time Limited support during holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas: +1 425 533 2827 EMEA: +44 2036955056 (*UK*) +27 (0)116751175 (*SA*) APAC: +61 388205139 (*AUS*) +64 92813430 (*NZ)* +81 8003330150 (*JPN*) +65 3158 8990 (*SGP*)
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 4 Hours S2 – 8 Hours S3 – 1 Business day S4 – 2 Business days
DEVELOPMENT WORKFLOWS	
Development Workflows	4 x max Workflows

Annex C
Select Support

SUPPORTED SOFTWARE	
Supported Software	All Nintex Products with valid Support entitlement
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Sunday - Saturday
Business Hours (Americas)	24x7 Limited support during holidays
Business Hours (EMEA)	24x7 Limited support during holidays
Business Hours (APAC)	24x7 Limited support during holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas: +1 425 533 2827 EMEA: +44 2036955056 (*UK*) +27 (0)116751175 (*SA*) APAC: +61 388205139 (*AUS*) +64 92813430 (*NZ*) +81 8003330150 (*JPN*) +65 3158 8990 (*SGP*)
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 2 Hours S2 – 4 Hours S3 – 8 Hours S4 – 1 Business day
DEVELOPMENT WORKFLOWS	
Development Workflows	4 x max Workflows