

**NOT FOR EDITING**

**ADDITIONAL TERMS AND CONDITIONS FOR  
DELETION ADD-ON FOR NUIX COLLECTION PRODUCTS**

You (“**Customer**”) agree that the following additional terms and conditions (“**Additional Terms**”) shall apply and govern Customer’s use of the Deletion Add-on for Nuix Collector Products (the “**Product**”) provided by Nuix to Customer pursuant to the Nuix end user license agreement, software usage agreement, or other written contract between Customer and Nuix (“**Agreement**”) to which these Additional Terms are attached and made a part thereof. Customer’s use of the Products indicates Customer’s acceptance of these Additional Terms. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Scope of Additional Terms. These Additional Terms supplement the Agreement solely with respect to the Product. In the event of a conflict between the Agreement and these Additional Terms, these Additional Terms shall govern solely with respect to the Product.
2. Customer Representations and Warranties. Customer represents and warrants the following:
  - a. Customer understand and acknowledges that the Product’s documented purpose is to permanently delete data and Customer’s intention is to use the Product for that purpose.
  - b. Customer shall employ commercially reasonable security safeguards to ensure that the Product is only used according to the Documentation.
  - c. If applicable (and solely as permitted by the Agreement), Customer shall, before using the Product directly or indirectly on any third-party owned data, receive the prior written authorization of that third-party.
3. ASSUMPTION OF RISK. DATA THAT IS TARGETED BY THE PRODUCT WILL BE PERMANENTLY DELETED. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT HEREBY ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE USE OF THE PRODUCT AND THE DELETION OF ANY OF THE DATA BY THE PRODUCT.
4. WARRANTY DISCLAIMER. NUIX MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT). THE PRODUCT IS PROVIDED TO CUSTOMER ON AN “AS-IS” AND “AS AVAILABLE” BASIS.
5. Disclaimer of Liability. In no event shall Nuix be liable to anyone for incidental, consequential, punitive, special or exemplary damages, or indirect damages of any type or kind (including loss of customer data, customer data, revenue, profits, use or other economic advantage), arising from breach of warranty or breach of contract, negligence, tort, statutory duty or any other legal cause of action arising from or in connection with these Additional Terms or the Product.
6. Limitation of Liability. Notwithstanding anything to the contrary in the Agreement, the maximum liability of Nuix to any person, firm or corporation whatsoever arising out of or in connection with these Additional Terms and Customer’s use of the Products shall be the amount paid by Customer to Nuix for the Product.