

NOT FOR EDITING

**ADDITIONAL TERMS AND CONDITIONS FOR
NUIX INSIGHT ADAPTIVE SECURITY PRODUCTS
(END-USER AND MANAGED SERVICE PROVIDER)**

You (“**Customer**”) agree that the following additional terms and conditions (“**Additional Terms**”) shall apply and govern Customer’s use of the Products (as defined below) 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 AS WELL AS THE AGREEMENT. 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. ALL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, TO THE EXTENT NOT INCONSISTENT WITH THESE ADDITIONAL TERMS, SHALL BE APPLICABLE TO CUSTOMER’S USE OF THE PRODUCT. WITHOUT LIMITING THE FOREGOING, ALL DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THE AGREEMENT SHALL BE APPLICABLE TO CUSTOMER’S USE OF THE PRODUCTS.
2. Nuix Products. “**Products**” means all software in the Nuix Insight Adaptive Security product suite, including: Endpoint Agents, Server Application, and Enterprise Console.
3. Product Upgrades Required. Customer must upgrade to the latest Product version within thirty (30) calendar days of its commercial release by Nuix.
4. COMPLIANCE WITH LAWS; PRIVACY. The Products may allow Customer to access and/or change information stored on users’ devices. Customer shall be responsible for compliance with all applicable laws, treaties, rules, regulations and conventions (including but not limited to laws in relation to privacy, electronic communications and anti-spam) in connection with the use of the Products, and for obtaining any consents necessary from its users to Customer’s access of their devices.
5. QUARANTINE, DELETION AND DISABLING FEATURES. The Products may include the features described below. Customer acknowledges the effects of these features and that it is Customer’s choice whether to use them. If Customer does not want to assume risks of using the features described below, Customer should not use the Products.
 - A. Automatically block and/or quarantine installation of software through implementation of whitelists or blacklists (“**Potentially Unwanted Software**”). This feature may block/quarantine software that is not Potentially Unwanted Software, disable other software on the device or result in breaching licenses to such software.
 - B. Erase or “wipe” all of a device’s free hard drive space or all or portions of the content on a device, including without limitation any and all applications, photos, music, contacts and other content (“**Deleted Content**”). Using this feature permanently erases all the Deleted Content so that it cannot be recovered.
 - C. Restore mobile devices to initial factory settings so that no content can be recovered, and/or disable mobile devices entirely.

6. 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 AND FOR COMMERCIAL USE ONLY. WITHOUT LIMITING THE FOREGOING, NUIX DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER’S REQUIREMENTS OR THAT ANY USE OF THE PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS OR DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT THE PRODUCTS WILL DETECT OR CORRECT ANY THREATS OR HARMFUL COMPONENTS. CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER ANY INFORMATION GENERATED FROM USE OF THE PRODUCTS IS ACCURATE AND SUFFICIENT FOR CUSTOMER’S PURPOSES. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY IS LIMITED TO FIVE (5) DAYS FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM OR PURCHASE ORDER (AS APPLICABLE) AND IS SUBJECT TO THE EXCLUSIVE REMEDY PROVISION SET FORTH IN THESE ADDITIONAL TERMS.
7. Exclusive Remedy. If the Product does not perform in accordance with any warranty implied by law that cannot be excluded (or Nuix otherwise expressly provides a warranty to Customer), and Customer provides written notice to Nuix during the warranty period, Nuix’s entire liability and Customer’s sole remedy will be for Nuix to either (at Nuix’s option) correct, repair or replace the Product or affected part of the Product or refund a prorated portion of the License Fee. Any corrected, repaired or replaced Product will be warranted for the remainder of the warranty period.
8. 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. Nuix shall have no liability for any loss of deleted content, data, loss of access or other problems or losses arising from use or misuse of the Products.
9. 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 Products.
10. THIRD PARTY APPROVALS. THIRD PARTY CERTIFICATIONS AND/OR APPROVALS MAY BE REQUIRED IN ORDER TO UTILIZE SOME FEATURES OF THE PRODUCTS ON CERTAIN DEVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL SUCH CERTIFICATIONS AND APPROVALS, AND NUIX TAKES NO RESPONSIBILITY OR LIABILITY FOR THE FOREGOING.
11. Use of the Products to provide Managed Services. If Customer is licensing the Products as a managed service/detection provider (“MSP”), the provisions of this Section 11 shall also apply to Customer’s use of the Products. To the extent of any conflict between the provisions of this Section 11 of the Additional Terms and the rest of the Additional Terms, the provisions in this Section 11 shall prevail.

A. DEFINITIONS. As used in this Section 11:

- 1) “**Beneficiary**” means a third party organization for whom Customer provides Managed Services in accordance with these Additional Terms for such organization’s own internal business use.
 - 2) “**Personal Information**” means information provided to Customer by or at the direction of a Beneficiary, or to which access was provided to Customer by or at the direction of a Beneficiary, that identifies or can be used to identify an individual or that can be used to authenticate an individual, including, without limitation, government-issued identification numbers, financial identification numbers, names, addresses, telephone numbers, e-mail addresses, and other unique identifiers.
 - 3) “**Managed Services**” means the managed services provided by Customer to Beneficiaries through the use of the Products for the number of Seats specified in an accepted Order Form.
 - 4) “**Marks**” means all trademarks, service marks, trade dress, trade names, domain names, corporate names, brand names, product names, proprietary logos, proprietary symbols, and other indicia of origin provided by a party to the other from time to time in connection with these Additional Terms.
 - 5) “**Seat**” means a seat (via the MDR Enterprise Console) for which Customer provides Managed Services.
- B. **GRANT OF LICENSE.** Subject to the terms and conditions of these Additional Terms and the Agreement, Nuix grants Customer a royalty-free, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) use the Products and Documentation solely as part of Customer’s provision of Managed Services to Beneficiaries for such Beneficiaries’ internal business use, and (b) use and display the most current version of the Products and Documentation made available to Customer, solely for the non-production purposes of conducting demonstrations of the Managed Services for potential Beneficiaries.
- C. **LICENSE RESTRICTIONS.** Except as expressly permitted herein, Customer’s use of the Products as part of the Managed Services shall be subject to all restrictions set forth in the Agreement, including the restrictions on use, copying, modification and reverse engineering of the Products. Customer may only use the Products as part of the Managed Services and shall not sublicense the Products to Beneficiaries other than in connection with the Managed Services. Customer shall be responsible for any breach of any such restrictions by its Beneficiaries.
- D. **DEPLOYMENT OF PRODUCTS.** Customer may deploy the Products at its Beneficiaries’ premises, but shall not permit any Beneficiary to operate or utilize the Products on its own.
- E. **TRADEMARK LICENSE.** Subject to the terms and conditions of these Additional Terms, each party (“**Mark Licensor**”) grants to the other party (“**Mark Licensee**”) a non-exclusive, non-transferable, non-sublicensable, revocable license to use and reproduce its Marks in a manner consistent with any guidelines provided by the Mark Licensor, solely in connection with marketing the Managed Services and, in the case of Nuix, publicizing a list of managed service providers that utilize the Products. Neither party grants any rights in its Marks other than those expressly granted in this paragraph. Each party acknowledges the other party’s exclusive ownership of its own Marks, and each party agrees not to take any action inconsistent with such ownership. Mark Licensee agrees to cooperate, at Mark Licensor’s request and expense, in any action which Mark Licensor reasonably deems necessary or desirable to establish or preserve its exclusive rights in and to its Marks. Mark Licensee will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Mark Licensor’s Marks or in such a way as to create combination marks with

Mark Licensor's Marks. For the avoidance of doubt, Customer will not be entitled to incorporate "Nuix" or "Insight" or "Adaptive Security" into Customer domain names without Nuix's prior written approval. Mark Licensee will use Mark Licensor's Marks only in accordance with such guidelines as Mark Licensor may provide from time to time. At Mark Licensor's request, Mark Licensee will immediately modify or discontinue any use of the Mark Licensor's Marks.

- F. **BRANDING.** Customer will use the Nuix Marks to identify the Products, the Managed Services, and in all materials used to market and promote the Managed Services in a manner acceptable to Nuix and subject to the limitations and requirements in these Additional Terms. Customer will at all times conduct business in a manner that reflects favorably on the Products, the Managed Services, and the good name, goodwill, and reputation of Nuix.
- G. **PUBLICITY.** Nuix and Customer will communicate and cooperate with respect to advertising and publicity regarding this Agreement and their relationship, and each will obtain the written consent of the other before publishing or releasing any advertising or publicity other than (i) targeted marketing materials delivered to individual customers or potential customers and (ii) Nuix's right to publicize Customer on a list of managed service providers that utilize the Products.
- H. **COMPLIANCE WITH LAWS; PERSONAL INFORMATION.** Customer must at all times comply with all applicable laws and regulations in providing the Managed Services. Customer acknowledges that in the course of providing Managed Services Customer may receive or have access to Personal Information. Customer must keep all Personal Information in strict confidence and comply with all applicable foreign, national, state, and local laws, regulations, and directives in Customer collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information, and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under Customer control or Customer possession. Without limiting the foregoing, Customer agrees that Customer and Customer Beneficiaries are solely responsible for ensuring that any natural person provides freely given, specific, informed and unambiguous consent to the processing of such natural person's Personal Information by Customer as part of the Managed Services. To that end, Customer must provide, or cause Customer's Beneficiaries to provide, prominent and conspicuous notices to all applicable natural persons that explain: (i) the precise categories of Personal Information Customer collects from natural persons as part of the Managed Services and what Customer does with such Personal Information; (ii) the purposes for such data collection; (iii) whether such Personal Information will be disclosed to third parties; (iv) how Customer secures and protect such Personal Information; and (v) Customer retention policies with respect to such Personal Information.
- I. **WARRANTIES MADE BY CUSTOMER.** Customer will have sole responsibility to its Beneficiaries in connection with the Managed Services. In no event shall any Beneficiary be deemed to be a beneficiary of any representation or warranty made by Nuix. Customer shall ensure that its agreements with Beneficiaries provide the foregoing. Without limiting the foregoing, Customer shall not imply or represent that Nuix is responsible for the provision of the Managed Services or is involved with the provision of the Managed Services, and shall not make any representation, warranty or covenant that binds or purports to bind Nuix.
- J. **INDEMNIFICATION MADE BY CUSTOMER.** Customer shall defend, indemnify and hold harmless Nuix and its affiliates from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees and costs, arising out of or resulting from any third-party claim

against Nuix or its affiliates arising out of or resulting from (i) Customer's breach of any applicable law, rule or regulation in connection with the provision of the Managed Services, including any unauthorized disclosure of Personal Information or Customer's failure to comply with any of Customer's obligations in Section 11.G above; (ii) Customer's use of the Products in any manner that inconsistent with the Documentation; (iii) Customer's breach of these Additional Terms; (iv) any negligence or intentional misconduct by Customer; (v) any breach of its agreement with or duties to a Beneficiary; or (vi) any claim by a Beneficiary in connection with the Managed Services.

- K. **INDEMNIFICATION MADE BY MARK LICENSOR.** Mark Licensor will indemnify, defend and hold harmless Mark Licensee against any action brought by a third party to the extent that the action is based upon a claim that Mark Licensor's Marks, when used in accordance with this Agreement, infringe any trademark rights of a third party and Mark Licensor will pay those costs and damages finally awarded against Mark Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Mark Licensee notifying Mark Licensor promptly in writing of such action, Mark Licensee giving Mark Licensor sole control of the defense thereof and any related settlement negotiations, and Mark Licensee cooperating and, at Mark Licensor's reasonable request and expense, assisting in such defense. Notwithstanding the foregoing, Mark Licensor shall have no liability to indemnify or defend Mark Licensee in connection with any claim to the extent such claim or the losses resulting therefrom are based on any (i) modification to Mark Licensor's Marks other than at the direction of Mark Licensor; (ii) the use of Mark Licensor's Marks other than in accordance with this Agreement and the instructions of Mark Licensor; or (iii) the use of any of Mark Licensor's Marks in combination with any other trademark or service mark. If Mark Licensor's Marks become, or in Mark Licensor's opinion are likely to become, the subject of an infringement claim Mark Licensor will, at its option and expense, either: (a) procure for Mark Licensee the right to continue exercising the rights licensed to Mark Licensee in this Agreement; (b) replace or modify Mark Licensor's Mark so that it becomes non-infringing; or (c) request that Mark Licensee remove Mark Licensor's Marks. **THIS SECTION STATES MARK LICENSOR'S ENTIRE LIABILITY AND MARK LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR SUCH INFRINGEMENT CLAIMS AND ACTIONS.**
- L. **INDEPENDENT CONTRACTORS.** Customer's relationship to Nuix is that of a customer, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that Customer has, any authority to act on behalf of Nuix.