

## NUIX EQUIPMENT TRANSFER ADDENDUM

YOU (“**LICENSEE**”) AGREE THAT THIS NUIX EQUIPMENT TRANSFER ADDENDUM (“**TRANSFER**”) SHALL GOVERN ANY TITLE TRANSFER FOR ANY ACCOMPANYING EQUIPMENT IN A SOFTWARE PURCHASE LISTED ON A QUOTE OR OTHER ORDER DOCUMENT (“**ORDER**”) ENTERED INTO PURSUANT TO THE NUIX END USER LICENSE AGREEMENT OR SOFTWARE USAGE AGREEMENT (COLLECTIVELY, THE “**CONTRACT**”) TO WHICH THIS TRANSFER IS ATTACHED AND MADE A PART THEREOF. THE PURCHASE OF ANY HARDWARE FROM NUIX (AS DEFINED IN THE CONTRACT) OR ANY AUTHORIZED RESELLER INDICATES END-USER’S ACCEPTANCE OF THIS TRANSFER.

**1. Scope.** This Transfer amends the Contract solely with respect to the third party computer hardware and equipment sold to Licensee in conjunction with the software (“**Hardware**”). In the event of conflict between this Transfer and the Contract with respect to the Hardware, the provisions of this Transfer shall prevail.

**2. Hardware Shipment and Delivery.**

(a) **Shipment Terms.** Unless expressly agreed to by the Parties in writing, Nuix shall select the method of shipment of, and the carrier for, the Hardware. Delivery shall be made Free Carrier (FCA).

(b) **Delivery.** Unless expressly agreed to by the Parties in writing, Nuix shall deliver the Hardware to the address specified in the applicable Order, using Nuix’s (or manufacturer’s, as the case may be) standard methods for packaging and shipping such Hardware.

(c) **Late Delivery.** Any time quoted by Nuix for delivery is an estimate only. Nuix is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Hardware relieves Licensee of its obligations under this Transfer.

**3. Title and Risk of Loss.** Title to Hardware ordered under any Order passes from Nuix to Licensee upon receipt of full payment by Nuix (or Nuix Reseller, as applicable) for such Hardware. Risk of loss or damage to Hardware ordered under any Order passes from Nuix to Licensee upon Nuix’s tender of such Hardware to the commercial carrier.

**4. Price and Payment.**

(a) **Price.** Licensee shall purchase the Hardware from Nuix at the prices and payment terms set forth in the Order (“**Prices**”).

(b) **Shipping Charges, Insurance, Taxes.** All Prices include shipping charges, insurance and taxes related to the Hardware, and any duties and charges of any kind imposed by any governmental authority with respect to, or measured by, the manufacture, sale, shipment, use or Price of the Hardware (including interest and penalties thereon).

**5. Warranty.**

(a) **Pass Through Warranty.** If Nuix provides any Hardware covered by a third party warranty, Nuix shall: (a) provide Licensee with a copy of each such warranty; and (b) if such warranty does not, by its terms, pass through to the Licensee, then to the extent permitted by the third party, assign to Licensee or otherwise cause the third party to grant to Licensee all warranties provided by such third party. These are Licensee’s exclusive warranty remedies with respect to such Hardware. No additional terms or warranties are offered.

(b) **WARRANTY DISCLAIMER.** EXCEPT FOR ANY THIRD PARTY WARRANTIES DESCRIBED IN SECTION 5(A), NUIX MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE HARDWARE (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY FOR LICENSEE’S REQUIREMENTS). WITHOUT LIMITING THE FOREGOING, NUIX DOES NOT WARRANT THAT THE HARDWARE WILL MEET LICENSEE’S REQUIREMENTS OR THAT ANY USE OF THE HARDWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS OR DEFECTS IN THE HARDWARE WILL BE CORRECTED. THE HARDWARE IS PROVIDED TO LICENSEE ON AN ‘AS IS’ AND ‘AS AVAILABLE’ BASIS AND FOR COMMERCIAL USE ONLY. LICENSEE IS RESPONSIBLE FOR DETERMINING WHETHER THE USE OF THE HARDWARE IS SUFFICIENT FOR LICENSEE’S PURPOSES.

(c) **Statutory Warranty.** If the law of any jurisdiction implies a warranty that cannot be excluded, that warranty will, to the extent permitted by law, continue for no more than a period of five (5) days from the Effective Date.

**6. Limited Effect.** Except as expressly provided in this Transfer, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. For the sake of clarity, all provisions of the Contract shall apply to the Hardware, unless expressly superseded herein. Without limiting the generality of the foregoing, the provisions contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. Each reference in the Contract to “this Contract,” “the Contract,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Contract in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Contract, will mean and be a reference to the Contract as amended by this Transfer.