



# **Nitro Smart Redact Product Specific Terms**

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THESE NITRO SMART REDACT PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU HAVE SIGNED UP FOR NITRO SMART REDACT (AS DEFINED IN SECTION 1 BELOW) AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO SPECIFIC NITRO SERVICES. FOR EXAMPLE, THE [AI PRODUCT SPECIFIC TERMS](#) SHALL APPLY AS NITRO SMART REDACT USES AI-ENABLED FEATURES (AS DEFINED IN THE AI PRODUCT SPECIFIC TERMS) AND THE [NITRO AUTOMATION PLATFORM PRODUCT SPECIFIC TERMS](#) APPLY IF CUSTOMER OR ITS USERS ACCESS AND USE THE NITRO SMART REDACT API.

## 1. Definitions

Capitalized terms used in these Nitro Smart Redact Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these Nitro Smart Redact Product Specific Terms, the following terms shall have the following meanings:

**“Additional Document Transaction Usage Costs”** means the amount payable by Customer, as set out in the Order Form, for processing each Document Transaction through Nitro Smart Redact once the then-current Document Transaction Pool allotted to the Customer has been exhausted or expired;

**“Document Transaction”** means a single instance where the Customer (or one of its Users) processes a single supported document file of up to two hundred and fifty (250) pages for redaction via Nitro Smart Redact, resulting in a completed transaction once a redacted output is made available for download. For the avoidance of doubt and unless otherwise agreed in the Order Form, if a single supported document file exceeds 250 pages, it will be counted as multiple Document Transactions in 250 page increments (rounded up to the next increment). For example, a 251 page file is counted as two (2) Document Transactions, a 501 page file is counted as three (3) Document Transactions, and a 751 page file is counted as four (4) Document Transactions and so on;

**“Document Transaction Bucket”** means a recurring (during the Term) add-on subscription of a certain number of pre-purchased Document Transactions made available by Nitro in different tiers which are subject to additional Subscription Fees as identified in the Order Form (or as purchased through an online ordering workflow);

**“Document Transaction Expiry Date”** has the meaning given in Section 2.4;

**“Document Transaction Pool”** has the meaning given in Section 2.3;

**“Nitro Smart Redact”** means a (standalone software) product with AI-Enabled Features (as defined in the [AI Product Specific Terms](#)) and functionalities that (automatically) identify and redact sensitive or personal information from electronic documents, which is made available by Nitro as Cloud Services and is subject to the parameters and Subscription Fees of the Nitro Smart Redact Subscription Plan the Customer has chosen in the Order Form. For the avoidance of doubt, for the purposes of interpreting the [Nitro Terms of Service](#), ‘Nitro Smart Redact’ is considered ‘Services’;

**“Nitro Smart Redact API”** means the application programming interface or other API materials made available to Customer by Nitro to access and use Nitro Smart Redact as integrated with Customer Applications (as defined in the [Nitro Automation Platform Product Specific Terms](#)). For the avoidance of doubt, for the purposes of interpreting the Nitro Automation Platform Product Specific Terms, the Nitro Smart Redact API shall be considered and licensed on the basis of being a Nitro API (as defined in the Nitro Automation Platform Product Specific Terms);



**“Nitro Smart Redact Subscription Plan”** means the specific subscription plan that Customer selects in the Order Form, which is subject to specific Subscription Fees, functionalities, scope, limitations and parameters which define the extent and manner in which the Customer can use Nitro Smart Redact under such plan;

**“Nitro Smart Redact Subscription Plan Document Transactions”** means an allocation to Customer of a certain number of Document Transactions which is based on the Customer’s chosen Nitro Smart Redact Subscription Plan as set out in the Order Form;

**“Reasonable Use of Nitro Smart Redact”** means using Nitro Smart Redact in a fair and normal way, based on factors such as the number of Users, transactions, data storage, bandwidth or processing power and within the limitations of the relevant Documentation and Nitro Smart Redact Subscription Plan. Reasonable Use also means that Customer’s (including its Beneficiaries’ and Users’) usage patterns do not deviate significantly from the average or expected usage levels for each customer or its users, and that Customer’s (including its Beneficiaries’ and Users’) use of Nitro Smart Redact does not negatively affect the performance, availability, security, or integrity of Nitro Smart Redact or other customers’ use of Nitro Smart Redact. Nitro reserves the right to define what constitutes Reasonable Use at its sole discretion.

## 2. Nitro Smart Redact Specific Terms

- 2.1. Nitro Smart Redact.** Nitro Smart Redact offers AI-Enabled Features with electronic redaction capabilities and can be used by the Customer and its Users in accordance with the Nitro Smart Redact Subscription Plan that Customer elects to subscribe to as set out in Customer’s Order Form and in accordance with the respective Documentation.
- 2.2. Document Transaction Buckets.** Additional Document Transactions redaction operations can be purchased proactively by Customer in Document Transaction Buckets during the Term, and such Document Transaction Bucket(s) purchased shall continue by default for the remaining part of the Term and be replenished upon each anniversary of the Term.
- 2.3. Document Transaction Pool.** The total number of Document Transactions available to Customer and its Users as of Effective Date of the Nitro Smart Redact Subscription Plan, and upon each anniversary of the Term, is determined by (i) unless otherwise agreed in the Order Form, multiplying the Nitro Smart Redact Subscription Plan Document Transactions by the number of Users and, where applicable, (ii) adding the number of Document Transaction redaction operations purchased by Customer in Document Transaction Buckets, if any (the **“Document Transaction Pool”**). For the avoidance of doubt, allocations are made at Customer level and Users then draw from the Document Transaction Pool.
- 2.4. Document Transaction Expiration.** All Document Transaction redaction operations in the Document Transaction Pool shall expire on the next anniversary of the Nitro Smart Redact Subscription Plan Effective Date (the **“Document Transaction Expiry Date”**).
- 2.5. Document Transaction Usage.** The Document Transaction Pool can be used by any Users without individual restrictions (excluding via the use of Nitro Smart Redact API per Section 2.8 below) until all Document Transactions in the Document Transaction Pool are exhausted or until the Document Transactions in the Document Transaction Pool expire on the Document Transaction Expiry Date, whichever occurs earlier.
- 2.6. Additional Document Transaction Usage Costs.** Any Document Transaction redaction operations used by Customer or its Users that exceed the then-current Document Transaction Pool will be invoiced by Nitro (or its Authorized Reseller) on a retroactive basis subject to Additional Document Transaction Usage Costs which Customer agrees it shall be liable to pay upon receiving the relevant invoice.



- 2.7. Nitro Smart Redact Subscription Plan and Document Transaction Bucket Upgrades.** Customer may upgrade (but not downgrade during the then-current Term) its Nitro Smart Redact Subscription Plan and/or Document Transaction Bucket(s) which will result in additional Subscription Fees being due. Such upgrade to another Nitro Smart Redact Subscription Plan and/or Document Transaction Bucket can occur by: (i) Customer signing a new Order Form or addendum with Nitro or an Authorized Reseller (if applicable), or (ii) upon Customer selecting such an upgrade or addition via in-app purchases or via Nitro's eCommerce store (where applicable). Any upgrades made to Nitro Smart Redact Subscription Plans and/or Document Transaction Bucket shall continue by default for the remaining part of the Term.
- 2.8. Document Transactions not for use with Nitro Smart Redact API.** Notwithstanding anything to the contrary in these Nitro Smart Redact Product Specific Terms, the Document Transaction Pool and/or Additional Document Transaction Usage Costs do not apply to Customer's or its Users' usage of Nitro Smart Redact API which is separately metered, priced and charged in accordance with the Nitro Automation Platform Product Specific Terms.
- 2.9. True Up for Over-Deployment.** True ups for Over-Deployment as set out in Section 8.8 of the [Nitro Terms of Service](#) shall be applicable. For the avoidance of doubt, Subscription Fees for Over-Deployment are charged for each additional User and are in addition to any Additional Document Transaction Usage Costs that are charged for Document Transaction usage in excess of the Document Transaction Pool.
- 2.10. Reasonable Use of Nitro Smart Redact.** Nitro reserves the right (but shall have no obligation to), monitor Customer's and User's usage on an ongoing basis to identify any deviation from Reasonable Use of Nitro Smart Redact. If Nitro decides, at its sole discretion, that Reasonable Use of Nitro Smart Redact by a Customer and/or its User has been exceeded, Nitro will have the right to throttle or suspend such User's use of Nitro Smart Redact. In extreme circumstances, as determined by Nitro in its sole discretion, Nitro will have the right to terminate all or part of the Agreement provided that Nitro will make reasonable efforts to provide Customer in advance with a description of the excessive or abnormal usage and an explanation of why it violates Reasonable Use of Nitro Smart Redact.
- 2.11. Smart Redact Supported File Types.** Nitro Smart Redact supports only the file types, sizes (up to maximum 1 gigabyte per Document Transaction), languages, and other technical parameters described in its respective Documentation, which Nitro may update from time to time.
- 2.12. File Retention.** Nitro will retain files Customer or its Users uploads specifically for use with Nitro Smart Redact only for the period(s) described in Nitro's [Trust Center](#).
- 2.13. Customer's Additional Responsibilities with Respect to Nitro Smart Redact.**
- a. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) THE [AI PRODUCT SPECIFIC TERMS](#) APPLY IN ADDITION TO THESE SMART REDACT PRODUCT SPECIFIC TERMS AND TO THE EXTENT THERE IS A CONFLICT THE MORE PROTECTIVE TERMS FOR NITRO SHALL APPLY (II) NITRO'S ROLE IS LIMITED TO PROVIDING ELECTRONIC REDACTION FUNCTIONALITY THROUGH NITRO SMART REDACT, INCLUDING AI-ENABLED FEATURES THAT GENERATE REDACTION SUGGESTIONS; (III) SUCH REDACTION SUGGESTIONS AND/OR OUTPUTS MAY CONTAIN ERRORS, OMISSIONS, OR FAIL TO FULLY REMOVE ALL PERSONAL INFORMATION AND/OR SENSITIVE AND/OR CONFIDENTIAL DATA; (IV) NITRO SMART REDACT IS PROVIDED "AS IS," WITHOUT WARRANTIES OR GUARANTEES, AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, LEGAL REVIEW, OR COMPLIANCE PROCESSES; AND (V) CUSTOMER REMAINS SOLELY RESPONSIBLE FOR DETERMINING THE PURPOSES FOR WHICH NITRO SMART REDACT IS USED BY ITS USERS, ENSURING THE SUITABILITY OF SUCH USE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, AND VERIFYING BY HUMAN REVIEW THAT ALL NECESSARY REDACTIONS HAVE BEEN PROPERLY APPLIED BEFORE USING OR RELYING ON ANY CONTENT, REDACTION SUGGESTIONS, OR REDACTION OUTPUT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, NITRO



SHALL NOT BE HELD RESPONSIBLE OR HAVE ANY LIABILITY WHATSOEVER FOR, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, ANY USE OF OR RELIANCE ON ANY REDACTED DOCUMENTS, REDACTION OUTPUT, OR REDACTION SUGGESTIONS, INCLUDING ANY DAMAGES, LOSSES, OR CLAIMS ARISING THEREFROM.

- b. Customer independently determines which documents are uploaded for redaction and shall bear full responsibility for the content, administration, and monitoring of the documents processed via Nitro Smart Redact. Nitro does not actively monitor the content of documents that are uploaded, processed, and redacted using Nitro Smart Redact. Customer is fully and independently accountable should any document(s) uploaded using Nitro Smart Redact be inaccurate and/or unlawful, or in case any Personal Information or sensitive data or confidential information was not removed from the document file. Customer warrants that Customer Data will not be illegal or unlawful, will not breach any third-party rights, and that Customer will obtain and maintain a valid legal basis (e.g., consent) to upload such documents to Nitro in accordance with applicable law. Customer shall be transparent toward Data Subjects regarding how Personal Data is processed when using Nitro Smart Redact.
- c. CUSTOMER ACKNOWLEDGES THAT DOCUMENT FIDELITY, LAYOUT, AND NITRO SMART REDACT PERFORMANCE MAY VARY DEPENDING ON SOURCE FILE CHARACTERISTICS (INCLUDING SCAN QUALITY, HANDWRITING, EMBEDDED OBJECTS, OR UNUSUAL FORMATTING).

[END OF NITRO SMART REDACT PRODUCT SPECIFIC TERMS]

