

NUANCE HEALTHCARE MASTER AGREEMENT  
For International Sales

PLEASE READ THIS NUANCE HEALTHCARE MASTER AGREEMENT (THE “**AGREEMENT**”) CAREFULLY BEFORE EXECUTING AN ORDER WITH THE AUTHORIZED RESELLER IDENTIFIED BELOW FOR THE PURCHASE OF NUANCE PRODUCTS. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOUR PURCHASE OF THE NUANCE PRODUCTS FROM THE AUTHORIZED RESELLER. WHEN YOU EXECUTE AN ORDER WITH THE AUTHORIZED RESELLER FOR THE PURCHASE OF NUANCE PRODUCTS, THIS AGREEMENT BECOMES A BINDING AND ENFORCEABLE CONTRACT BETWEEN YOU, AS THE PARTY TO THE ORDER WITH AUTHORIZED RESELLER, AND NUANCE COMMUNICATIONS IRELAND LIMITED (“**NUANCE**”), LOCATED AT 20 MERRION ROAD BALLSBRIDGE DUBLIN 4, IRELAND. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT EXECUTE THE ORDER.

PLEASE NOTE THIS AGREEMENT GRANTS NON-EXCLUSIVE LIMITED LICENSES TO USE CERTAIN SOFTWARE AND SERVICES BUT DOES NOT CONSTITUTE A SALE OR TRANSFER OF ANY SOFTWARE CODE.

If the Australian Consumer Law (ACL) applies to this transaction then Nuance’s Australian Consumer Law Policy can be viewed at <http://australia.nuance.com/company/company-overview/company-policies/legal-notices/index.htm> or provided in hard copy upon request; this Policy sets out Nuance’s understanding and compliance with the ACL.

For goods and services acquired under this Agreement in New Zealand, Company agrees that such are supplied and acquired in a business, industry, profession, occupation, activity of commerce, or undertaking relating to the supply or acquisition of goods or services, and accordingly the New Zealand Consumer Guarantees Act 1993 does not apply, and it is fair and reasonable for Company to so agree.

**General Terms and Conditions**

This Agreement consists of the General Terms and Conditions below and all Exhibits and License Schedules attached to or incorporated by reference in this Agreement. You are referred to hereafter as the “**Company**.” Nuance and Company are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. DEFINITIONS.**

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the meanings set forth below:

1.1. “**Affiliate**” means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if: (i) that other entity has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.2. “**Authorized Reseller**” means Nuance’s authorized reseller Altera Digital Health, Inc., or its affiliates, as identified in the End User Order.

1.3. “**Authorized User(s)**” are those individuals who are authorized by Company, subject to the terms of this Agreement and the rights granted to Company in the applicable License Schedule(s), to access and use the Nuance Software and/or Hosted Services.

1.4. “**Data**” means the audio and/or text data input, all data elements output (e.g. interpretation of clinical contents xml or other format), associated transcripts or medical reports, whether in draft or final form, any information received from Company from any Order under this Agreement, or any other clinical information received by Nuance from Company under this Agreement.

1.5. “**Documentation**” means the administrative guide and user’s guide provided by Nuance to Company to facilitate the use of the Nuance Products and Hosted Services.

1.6. “**End User Order**” means an order for the purchase of Nuance Products that Company executes with Authorized Reseller, including any Statement of Work attached to such an order.

1.7. “**Equipment**” means Nuance Equipment and Third Party Equipment, collectively.

- 1.8. **“General Terms and Conditions”** means the term of this Agreement contained under the heading “General Terms and Conditions.”
- 1.9. **“Hosted Service”** means a Nuance proprietary subscription-based software as a service (SaaS) offering or other online service made available via the Internet as specified in an Order and more particularly described in the applicable License Schedule.
- 1.10. **“License Schedule”** means each of the documents titled “Schedule” that are delivered to Company as an attachment to this Agreement or via a URL link in the End User Order. License Schedules define the Parties’ rights and obligations with respect to one or more specific Nuance Software products or Services based on the license model(s) acquired by Company as identified in an Order. License Schedules that not are attached to this Agreement are deemed incorporated by reference and made a part of this Agreement if the End User Order includes one or more URLs that provide Company with access to the License Schedules for Nuance Software and Services identified in the End User Order.
- 1.11. **“License Term”** means the duration of the license Nuance grants to Company to access and use the Software or Services. The License Term for Nuance Software shall either be a Perpetual License or a Term License as defined in the applicable License Schedule. Subscription Licenses for Hosted Services are Term Licenses for the service term defined in the applicable License Schedule or Order.
- 1.12. **“Maintenance Services”** means the services that Nuance provides directly to Company to maintain and support the Nuance Software and Nuance Equipment during a paid Maintenance Services Period, pursuant to an Order for Maintenance Services. Maintenance Services consist of the services and service options described in the Maintenance Services document at URL <http://support.nuance.com/healthcare> titled “Healthcare Hardware and Software Maintenance Options” which Nuance may update from time to time. For Customers outside of North America and the United Kingdom, Maintenance Services options consist of the services described as Service Option #1. All Maintenance Services options for Companies outside of North America specifically exclude the depot repair center services described in Service Option #1 subsection 11 (and any successor depot repair services that may be offered in subsequent versions of the maintenance services document). Maintenance Services for any Maintenance Services Period shall mean the then current Maintenance Services terms and conditions in effect as of the date of purchase of such Maintenance Services.
- 1.13. **“Maintenance Services Period”** means the period during which Nuance has an obligation to provide Maintenance Services pursuant to Section 3.3, which shall be a 12-month period except when pro-rated by Nuance at the beginning or end of a License Term.
- 1.14. **“Nuance Equipment”** means Nuance manufactured hardware specified in an Order.
- 1.15. **“Nuance Products”** means the Nuance Software, Services and Nuance Equipment, collectively.
- 1.16. **“Nuance Software”** means the binary object code version of any Nuance proprietary software product specified in an Order, including all corrections, modifications, enhancements, Updates and Upgrades (if any) thereto that Nuance may provide to Company under this Agreement, and all related Documentation.
- 1.17. **“Order”** means an order for Software licenses, Equipment and/or Services that Nuance accepts from Authorized Reseller based on an End User Order or that Nuance accepts directly from Company, or an End User Order, as the context requires. An Order includes any Statement of Work that is attached to or separately signed and incorporated by reference in the Order.
- 1.18. **“Professional Services”** means any installation, project management, and/or consulting services that Nuance provides to Company as specified in an Order, which may be more fully described in a Statement of Work.
- 1.19. **“Services”** means Maintenance Services, Training Services, Professional Services, and/or Hosted Services, as applicable. 1.20. **“Software”** means Nuance Software and Third Party Software, collectively.
- 1.21. **“Statement of Work”** or **“SOW”** means the supplement to an Order, if any, that describes in further detail the Professional Services and/or Training Services identified in the Order.
- 1.22. **“Support Services”** means Nuance-authorized services that Authorized Reseller may provide to Company to maintain and support certain Nuance Software, as identified in an Order.
- 1.23. **“Term”** means the duration of this Agreement as defined in Section 6.1 of the General Terms and Conditions.

1.24. **“Third Party Equipment”** means any third party manufactured hardware sold by Nuance as specified in an Order.

1.25. **“Third Party Software”** means any third party proprietary software provided by Nuance as specified in an Order.

1.26. **“Training Services”** means any training services provided by Nuance as specified in an Order.

1.27. **“Update”** has the meaning given to it in the applicable Maintenance Services terms. Except as otherwise defined in the applicable Maintenance Services terms, Update generally means a release of Nuance Software that may include minor feature enhancements, and/or bug fixes and/or fixes of minor errors and/or corrections and typically is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). **“Update”** shall not be construed to include Upgrades.

1.28. **“Upgrade”** has the meaning given to it in the applicable Maintenance Services terms and conditions. Except as otherwise defined in the applicable Maintenance Services terms, Upgrade generally means a release of Nuance Software that may include some feature enhancements and/or additional capabilities (functionality) over versions of the Nuance Software previously supplied to Company, and typically is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to Version 6.0). Upgrades do not include new software and/or products that Nuance, in its sole discretion, designates and markets as being independent from the Nuance Software.

**2. SCOPE OF AGREEMENT.** Company and Nuance agree to comply with the terms and conditions of this Agreement with respect to the Nuance Products that Company acquires based on one or more End User Orders executed with Authorized Reseller, or Orders placed directly with Nuance that reference this Agreement.

### **3. GRANT OF RIGHTS.**

#### **3.1. Software**

3.1.1. **License Grant.** Subject to the terms and conditions of this Agreement, Nuance hereby grants to Company, and Company accepts, a limited, non-exclusive, non-transferable, non-sub-licensable license to permit its Authorized Users to use the Nuance Software and Hosted Services acquired pursuant to an Order strictly in accordance with the license grant specified in the applicable License Schedule.

3.1.2. **Third Party Software.** Third Party Software supplied by Nuance is subject to the terms and conditions of this Agreement and the applicable third party license terms.

3.1.3. **Updates and Upgrades.** Authorized Reseller or Nuance will provide Company with the Updates and Upgrades to which Company is entitled under the Maintenance Services plan or Support Services plan that Company purchases through Authorized Reseller. Company will not be entitled to Updates and Upgrades if it is not under a current Maintenance Services plan or a Nuance-authorized Support Services plan under which Updates and Upgrades are made available. Upon installing any Update or Upgrade to Nuance Software, Company shall discontinue use of the previous version of such Nuance Software and Company will be licensed to use only the updated or upgraded version of the Nuance Software, in accordance with the license granted by Nuance with respect to such Nuance Software.

3.2. **Equipment.** Equipment supplied by Nuance is subject to the terms and conditions of this Agreement. Third Party Equipment is also subject to the manufacturer’s terms and conditions.

3.3. **Services.** Subject to the terms and conditions of this Agreement, Nuance will provide the Services, if any, that are specified in an Order.

#### **3.3.1. Maintenance Services.**

3.3.1.1. *First Year Maintenance.* Company shall purchase first year Maintenance Services, or first year Support Services if offered, for Nuance Software and Nuance Equipment from the Authorized Reseller. If purchased, Nuance will provide Company with Maintenance Services for the first year Maintenance Services Period based on the Maintenance Services option indicated in the Order. Maintenance Services during each Maintenance Services Period will be delivered in accordance with the applicable Maintenance Services terms and conditions in effect on the date of purchase of such Maintenance Services.

3.3.1.2. *Maintenance Services Renewal.* If Company purchases first year Maintenance Services or Support Services, Company may purchase Maintenance Services or Support Services for additional consecutive 12-month periods from Authorized Reseller at then current rates for so long as offered by Authorized Reseller. If Authorized Reseller does not offer Company the

right to renew Maintenance Services or Support Services for the next annual Maintenance Services Period or Support Services period, Nuance may at its option offer Maintenance Services under a separate agreement directly to Company subject to the terms of Nuance's standard purchase terms and conditions in effect at the time. Company must purchase Maintenance Services or Support Services for the next annual Maintenance Services Period or Support Services period not later than 60 (sixty) days before the end of the then-current Maintenance Services Period or Support Services period and pay the applicable invoice in full when due in order to avoid termination of Maintenance Services or Support Services and a lapse in coverage at the end of the then-current Maintenance Services Period or Support Services period. If Company desires to renew or reinstate Maintenance Services or Support Services after a lapse in coverage occurs, Company shall first pay an amount equal to the Maintenance Services Fees or Support Services Fees that would have been due for the period during which lapse in coverage occurred, and any Professional Services Fees, at Authorize Reseller's or Nuance's then-current rates, for the repairs or modifications necessary to bring Company into compliance with Nuance's then-current specifications.

3.3.1.3. *Commencement and Scope.* Unless a different Maintenance Services commencement date is expressly stated in the applicable License Schedule or Order, the initial Maintenance Services Period will begin on the date of initial delivery of the applicable Software and/or Equipment and each renewal Maintenance Services Period will start on each anniversary thereof. To purchase Maintenance Services with respect to any particular Software or Equipment, Company is required to purchase Maintenance Services for all licenses of such Software and all units of such Equipment respectively.

3.3.1.4. *Exclusions from Maintenance Services.* Unless otherwise agreed, Nuance shall not be obligated to provide Maintenance Services for, or required as result of (i) any Software or Equipment modified by anyone other than Nuance; (ii) any Software or Equipment used for other than its intended purpose; (iii) any Software or Equipment used with any equipment not specified as compatible with the Software or Equipment in its Documentation; (iv) any Software or Equipment being used with software not supplied by Nuance in conjunction with such Software or Equipment, or specified in the applicable Documentation as compatible with the respective Software or Equipment; (v) any Software or Equipment (or any associated equipment, software or firmware) which Company failed to properly install or maintain; (vi) any willful misconduct or negligent action or omission of Company, (vii) any computer malfunction not attributable to the Software or Equipment; or (viii) damage to Software or Equipment from any external source, including computer viruses not attributable to Nuance, computer hackers, or force majeure events.

3.3.2. **Professional Services and Training Services.** Nuance will provide the Professional Services and Training Services specified in an Order. Nuance may subcontract the performance of certain Professional Services to its authorized subcontractors but Nuance shall remain responsible for the delivery of such services to Company. Unless otherwise agreed in writing by the Parties, Training Services will be held at a designated Nuance location during Nuance's standard business hours, excluding Nuance recognized holidays. Unless otherwise agreed in writing by the Parties, Professional Services and Training Services that are to be conducted at Company's site, including associated travel time, will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding Nuance recognized holidays. Company shall ensure that all Training Services attendees are or will be Authorized Users and have the skills and experience to participate in the training sessions. If Nuance or its subcontractors will perform Professional Services at a location other than a Nuance facility, Company shall provide or arrange for the necessary equipment, information, and facilities required by Nuance to perform such Services, as specified by Nuance. If Company cancels or reschedules Professional Services or Training Services, Authorized Reseller or Nuance may charge Company for Nuance's cancellation fees and non-cancellable travel-related expenses if the services are cancelled less than ten days before the scheduled delivery date other than due to breach or default by Nuance.

3.3.3. **Hosted Services.** Nuance will provide the Hosted Services identified in an Order on the terms described in the applicable License Schedule. Hosted Services are provided using Software hosted at a Nuance data center to which Nuance provides access via the Internet. Company is responsible for providing all equipment, telecommunications and internet services necessary for is Authorized Users to access and use the Hosted Services.

3.4. **Proprietary Rights.** Notwithstanding any use of the term "sale," "purchase" or other similar terms in this Agreement, Nuance and its licensors retain all right, title and interest in and to the Nuance Products, and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, and trademark rights and other intellectual property rights associated with the Nuance Products. All rights not expressly granted to Company under this Agreement are reserved by Nuance and/or its licensors.

3.5. **Restrictions.** Without limiting the generality of Section 3.4, Company will not itself, directly or indirectly, and will not permit Authorized Users, other employees or contractors, or any third party to: (i) access the Hosted Services with software or means other than as described in this Agreement, submit any automated or recorded requests to the Hosted Services except as otherwise provided in this Agreement, or interfere with or disrupt the integrity or performance of the Hosted Services, (ii) subject any Hosted Service or its infrastructure to security testing including penetration testing, network discovery, port and service identification,

vulnerability scanning, password cracking, or remote access testing without the written approval of Nuance; (iii) modify, port, translate, or create derivative works of the Software, Services, or Documentation; (iv) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software or Services by any means (except to the extent permitted by mandatory laws); (v) sell, lease, license, sublicense, copy, assign, transfer, share, market, or distribute the Software, Services or Documentation, except as expressly permitted in this Agreement; (vi) grant any access to, or use of, the Nuance Software or Services through a service bureau, timesharing or application service provider basis; (vii) remove any proprietary notices, labels or marks from the Software, Services or Documentation; (viii) release to a third party the results of any benchmark testing of the Software or Services; or (viii) defeat or circumvent any controls or limitations contained in or associated with the use of the Software. In no event shall anything in this Agreement or in Nuance's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed.

3.6. **Authorized Users.** Company is responsible for each Authorized User's compliance with the terms of this Agreement and guarantees each Authorized User's full and faithful compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of this Agreement. Except to the extent of Nuance's liability under Section 11.1, Company will, at its expense, defend any and all claims, actions, suits, or proceedings made or brought against Nuance by any Authorized User with respect to this Agreement (each, a "User Claim"), and pay any losses, claims, costs, expenses, damages, or liabilities (including reasonable attorneys' fees) sustained or incurred by Nuance arising from a User Claim.

3.7. **Notice of Unauthorized Use.** Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized possession or use of any Software or Hosted Services supplied under this Agreement.

4. **MEDICAL CARE RESPONSIBILITY.** COMPANY ACKNOWLEDGES (a) THAT THE SOFTWARE AND HOSTED SERVICES MAY EMPLOY SPEECH RECOGNITION, NATURAL LANGUAGE PROCESSING, AND MEDICAL FACT EXTRACTION WHICH ARE STATISTICAL PROCESSES AND THAT INACCURACIES ARE INHERENT IN SUCH PROCESSES AND IN THE OUTPUT FROM NUANCE PRODUCTS AND SERVICES EMPLOYING SUCH PROCESSES. COMPANY FURTHER ACKNOWLEDGES THAT INACCURACIES AND ERRORS IN THE OUTPUT FROM NUANCE PRODUCTS AND SERVICES ARE INEVITABLE, AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY, ITS AUTHORIZED USERS TO IDENTIFY AND CORRECT ANY INACCURACIES AND ERRORS BEFORE USING AND/OR RELYING ON THE RESULTS OF THE USE OF ANY SOFTWARE OR HOSTED SERVICES PROVIDED UNDER THIS AGREEMENT. ACCORDINGLY, COMPANY SHALL INDEMNIFY, AND HOLD HARMLESS, NUANCE AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS AND EXPENSES ARISING OUT OF, OR RELATED TO, ANY CLAIMS OR SUITS BROUGHT OR MADE AGAINST ANY INDEMNIFIED PARTY ARISING FROM AN ALLEGATION THAT USE OF ANY SOFTWARE AND/OR HOSTED SERVICE BY COMPANY OR ANY AUTHORIZED USER, DIRECTLY OR INDIRECTLY CAUSED OR CONTRIBUTED TO THE WRONGFUL DEATH OR PERSONAL INJURY OF A THIRD PARTY TO WHOM COMPANY OR AN AUTHORIZED USER OFFERED OR PROVIDED MEDICAL-RELATED SERVICES.

## 5. PAYMENT AND DELIVERY.

5.1. **Payments to Authorized Reseller.** Company is responsible for paying Authorized Reseller all fees, expenses and related taxes and assessments indicated in the End User Order(s). If Company purchases Software pursuant to license terms (as defined in the applicable License Schedule) that require Company to report users, usage, locations, or other baseline metrics or license parameters and/or to pay True-Up Fees, Add-On Fees or any other fee adjustments in the event of changes in such metrics or parameters, or that require Company to pay Early Termination Fees in the event that Company terminates a Term License before the end of its term (collectively, the "Fee Adjustments"), then Company is responsible for providing the information and reports required by the License Schedule and paying the Fee Adjustments when due as a material condition of Nuance's license grant for such Software. Company's failure to provide such information and reports or to pay such amounts when due, or to pay any other amounts due, will be a material breach of this Agreement by Company. Company shall pay all Fee Adjustments directly to Authorized Reseller unless instructed otherwise by Nuance in writing.

5.2. **Payments to Nuance.** If Company purchases any products or services directly from Nuance pursuant to an Order placed with Nuance, such purchases may be made subject to the terms of this Agreement if indicated in the Order, in which case Nuance's standard payment and delivery terms and conditions will also apply as follows: (a) *Payment Period.* All payments will be made in the invoiced currency and will be due 30 days from the invoice date. (b) *Taxes.* Company shall pay all taxes, duties, import and export fees, and any other charges or assessments, except the withholding of income taxes, which are applicable to the performance of this Agreement, and shall reimburse Nuance for any encumbrance, fine, penalty, or other expense which Nuance may incur as a result of Company's failure to pay any such taxes, duties, fees, charges, or assessments. For purposes of this Agreement, the term "taxes" shall include, but is not limited to any and all assessments and other governmental charges, impositions and liabilities,

including taxes based upon or measured by gross receipts, income, profits, sales, use, value added, ad valorem, consumption, transfer, franchise and withholding taxes, except taxes imposed on the net income of Nuance, together with all interest, penalties and additions imposed with respect to such amounts. If any applicable law requires Company to withhold an amount from any payment to Nuance hereunder, Company shall effect such withholding, remit such amount to the appropriate taxing authority, and supply Nuance with the tax receipt evidencing the payment of such amount to the government within sixty (60) days of its receipt by Company. To the extent that an income tax convention between the country of Nuance and the country of Company permits, upon the filing of a proper application, for a reduction or elimination of such withholding tax, the Parties shall cooperate in the completion and filing of such application. Company shall provide to Nuance, and Nuance shall complete and return to Company, all applicable forms required by the governing tax authority in order to secure the reduction or elimination of withholding tax as authorized by the convention. (c) *Collections*. Company shall reimburse Nuance for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts from Company. If Company fails to pay for any Equipment, Nuance reserves the right to repossess such Equipment. Nuance reserves the right to suspend Services to Company in the event any invoice is past due. Company must notify Nuance within thirty (30) days of the date of invoice if it disputes any amount contained in an invoice. Notwithstanding the foregoing, if Company elects not to renew annually-contracted auto-renewing Maintenance Services, Company shall not be required to pay the invoice for subsequent annual renewals, provided any requirements in the applicable Schedule or Order for prior written notice of non-renewal are met. (d) *Expenses*. Prices do not include travel expenses that may be incurred in the course of providing Services, including, but not limited to, transportation, meals, lodging and other living expenses. Company shall pay or reimburse Nuance for all such charges and expenses reasonably incurred.

5.3. **Audit.** Company shall keep full, true and accurate records and accounts to support its use of the Software and Hosted Services, as applicable, under this Agreement. Nuance, or a third party appointed by Nuance, will have the right, not more than once a year and upon reasonable notice, to conduct an audit of Company's systems and records to confirm compliance with the terms of this Agreement. Any audit will be performed during Company's normal business hours. If an audit reveals that Company's Software or Hosted Services usage exceeds its usage rights, as granted by Nuance, Company shall pay Nuance for all such excess usage, based on Nuance's standard pricing in effect at the time of the audit. If such excess usage exceeds five percent (5%) of the authorized usage, Company shall also pay Nuance's reasonable costs of conducting the audit. Nothing in this Section 5.3 will limit any other remedy available to Nuance.

5.4. **Delivery and Shipment.** The delivery terms for Nuance-supplied products and services that Company purchases from Authorized Reseller are between Company and Authorized Reseller, as stated in Company's agreement or End User Order with Authorized Reseller. Company agrees to accept electronic delivery of the Software at Nuance's option.

## 6. TERM; TERMINATION.

6.1. **Term.** This Agreement commences on the date of the Order ("Effective Date") and will continue in effect until the expiration or earlier termination of all Orders (the "Term"). Subject to Section 6.4, the Parties' rights and obligations related to Nuance Software and/or Services delivered pursuant to an Order shall be limited to the License Term of the Nuance Software licenses or the duration of the Services as specified in the applicable Order (or as specified in the applicable License Schedule if not specified in the Order). An Order will be in effect from the Order date until the later of the expiration of the licenses that Company acquires under the Order or the completion of any other Services ordered pursuant to the Order, or until the licenses or Services under the Order are terminated early for cause in accordance with Section 6.2. Expiration or termination of an Order will terminate all licenses that Company acquired under that Order.

6.2. **Termination for Cause.** Either Party may terminate the Agreement, one or more licenses, or an Order for Services that has not been fully performed, for cause, effective immediately upon delivery of written notice (or effective as of any later date identified in the termination notice), if the other Party committed a material breach of its obligations under this Agreement, the applicable License Schedule or the Order and failed to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party. Without limiting the foregoing, failure of Company to pay any sum due to Authorized Reseller or Nuance hereunder in accordance with the payment terms in Section 5 above [Payment and Delivery] is a material breach. Notwithstanding the foregoing, Nuance may terminate this Agreement, one or more licenses or an Order immediately upon delivery of written notice to Company if Company, its Affiliates or any of Company's Authorized Users (a) infringes Nuance's intellectual property rights; (b) commits, or permits any third party to commit, any breach of confidentiality obligations under Section 8 [Confidentiality]; or (c) has a receiver appointed to handle its assets or affairs, admits that it is insolvent, or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course.

6.3. **Effect of Termination.** Upon termination of this Agreement, all Orders issued subject to this Agreement and all licenses granted under this Agreement, will immediately terminate. Upon the termination of an Order, all Software licenses and all Services obtained by Company under such Order shall immediately terminate. Upon termination of any license acquired subject

to this Agreement, Company shall immediately (a) cease use of the applicable Nuance Software (in any form, including partial copies in its possession or under its control) and/or Services; (b) return to Nuance or destroy all copies of the Nuance Software and certify in writing to Nuance that no copies have been retained by Company within ten (10) days of any expiration or termination; and (c) pay any outstanding amounts due to Nuance. Upon termination of an Order for Maintenance Services, Nuance shall immediately cease providing Maintenance Services, including Updates and Upgrades, but Company's Software licenses shall continue in effect unless those licenses or the Agreement are also terminated. The expiration or termination of this Agreement, the Order, or any license shall not affect Company's payment obligations to Nuance under this Agreement.

6.4. **Survival.** Notwithstanding anything to the contrary in this Section 6, the provisions of Sections 1, 3.4, 3.5, 3.6, 4, 5, 6.3, 6.4, 7, 8, 9, 10, 11, and 13 of these General Terms and Conditions shall survive expiration or termination of this Agreement.

7. **NUANCE PRIVACY POLICY.** Nuance's Privacy Policy may be viewed at [www.Nuance.com](http://www.Nuance.com).

## 8. **CONFIDENTIALITY.**

8.1. **Definition.** Subject to the exceptions contained in this Section 8.1, "Confidential Information" shall mean (a) all information disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure, (c) the Nuance Software, Documentation, and information provided as part of any Services, (d) Nuance pricing, Statements of Work, and proprietary nonpublic information relating to Nuance's products and business plans, and (e) information that a reasonable person would know is confidential given the country of the disclosure the nature of the information and or the circumstances of disclosure and includes any information protected by law including privacy of personal data and/or health information law(s). Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it: (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party; or (v) is protected health information or any other personally identifiable information the use of which is subject to a separate agreement between the Parties. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

8.2. **Permitted Disclosure.** Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8.3. **Use and Obligations.** The Receiving Party will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations under this Agreement and for other purposes authorized in this Agreement (the "Authorized Purposes"). The Receiving Party shall protect the Disclosing Party's Confidential Information from unauthorized use, disclosure or publication by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information of a like nature. A Receiving Party may disclose Confidential Information to its employees, agents and contractors, and to those of its Affiliates (the "Authorized Recipients"), only to the extent necessary for the Authorized Purposes. A Receiving Party shall be liable for any act or omission by its Authorized Recipients, which if performed or omitted by the Receiving Party, would be a breach of this Agreement. Each Party agrees that its Authorized Recipients shall be bound by the terms of an agreement that protects the Disclosing Party against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

8.4. **Return of Confidential Information.** The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section 8.4. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

**9. DATA.** Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Nuance to use the Data in accordance with this Section 9. Company authorizes Nuance to use the Data in accordance with this Section 9 and in accordance with applicable laws and regulations. Nuance may use, compile, annotate and otherwise analyze the Data (including creating statistical and other models), to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. Nuance will own all intellectual property rights in the software and services it develops, improves and enhances using the Data. Nuance will keep all Data confidential and will only provide access to Data to Nuance employees and contractors working for Nuance under Nuance's direction pursuant to confidentiality agreements. Notwithstanding the foregoing, Nuance may disclose Data to the minimum extent necessary to meet legal or regulatory requirements, such as a court order or government agency request. Nuance will not use the names of individuals and companies to contact anyone for any reason. Data generated in one territory or region may be relocated to a secure Nuance data center in another region or territory to the extent permitted by law.

**10. LIMITED WARRANTIES.**

**10.1. WARRANTY DISCLAIMER. SUBJECT TO THE AUSTRALIAN CONSUMER LAW IF APPLICABLE TO YOU, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE MAKES NO WARRANTIES TO COMPANY, AND NUANCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT OF THIRD PARTIES ANY ITEM PROVIDED TO YOU HEREUNDER IS PROVIDED "AS IS".**

**10.2. IN AUSTRALIA,**

(A) OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW, NOTHING IN THIS AGREEMENT PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS AND ANY OTHER LEGAL RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND ANY OTHER LAW EXCEPT TO THE EXTENT PERMITTED BY LAW.

(B) IF GOODS AND SERVICES PURCHASED ARE NOT OF A KIND ORDINARILY ACQUIRED FOR HOUSEHOLD USE OR CONSUMPTION THEN, SUBJECT TO LAW, NUANCE LIMITS ITS LIABILITY TO:

(I) FOR GOODS:

- (A) REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR
- (B) THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS; OR
- (C) REPAIR OF THE GOODS; OR
- (D) THE COST OF HAVING THE GOODS REPAIRED; AND

(II) FOR SERVICES:

- (A) SUPPLYING THE SERVICES AGAIN; OR
- (B) PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, UNLESS IT IS UNREASONABLE TO DO SO.
- (C) GOODS (OTHER THAN SOFTWARE) PRESENTED FOR REPAIR FURTHER MAY BE REPLACED BY REFURBISHED GOODS OF THE SAME TYPE RATHER THAN BEING REPAIRED. REFURBISHED PARTS MAY BE USED TO REPAIR THE GOODS, AND WHERE NUANCE ELECTS TO REPAIR GOODS, THIS REPAIR MAY RESULT IN LOSS OF USER-GENERATED DATA.
- (D) IF THE AUSTRALIAN CONSUMER LAW APPLIES TO THIS TRANSACTION THEN NUANCE'S AUSTRALIAN CONSUMER LAW POLICY APPLIES; PLEASE VISIT THE FOLLOWING WEBSITE FOR THIS POLICY: [HTTP://AUSTRALIA.NUANCE.COM/COMPANY/COMPANY-OVERVIEW/COMPANY-POLICIES/LEGAL-NOTICES/INDEX.HTM](http://australia.nuance.com/company/company-overview/company-policies/legal-notices/index.htm).

**10.3. PROVIDED THAT THE AUSTRALIAN CONSUMER LAW DOES NOT APPLY THEN:**

**10.3.1 Nuance Software Warranty.** Nuance warrants that upon initial installation of the Nuance Software (in the case of Nuance Software that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Software to Company (in all other cases), and for a period of 90 (ninety) days thereafter (the "Software Warranty Period"), the Nuance Software will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranty set forth in this Section 10.3.1 will be for Nuance, at Nuance's option, (i)



to undertake reasonable efforts to correct or replace the nonconforming Nuance Software reported by Company during the Software Warranty Period, or (ii) for Nuance to direct Authorized Reseller to refund the fees paid by Company to Authorized Reseller for such non-conforming Nuance Software, and for Company to accept the refund of such fees in exchange for surrendering Company's license to such non-conforming Nuance Software.

**10.3.2 Nuance Equipment Warranty.** Nuance warrants that upon initial installation of the Nuance Equipment (in the case of Nuance Equipment that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Equipment to Company (in all other cases), and for a period of 90 (ninety) days thereafter (the "Equipment Warranty Period"), the Nuance Equipment will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranties set forth in this Section 10.3.2 will be for Nuance, at Nuance's option, (i) to undertake reasonable efforts to correct or replace the nonconforming Nuance Equipment reported by Company during the Equipment Warranty Period, or (ii) for Nuance to direct Authorized Reseller to refund the fees paid by Company to Authorized Reseller for such non-conforming Nuance Equipment, and for Company to accept the refund of such fees in exchange for returning or disposing of such non-conforming Nuance Equipment as directed by Nuance.

**10.3.3 Services Warranty.** Nuance warrants that the Maintenance Services, Training Services and Professional Services provided by Nuance pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Company must notify Nuance in writing of any breach of such warranty within 90 (ninety) days from performance of the non-conforming Services giving rise to the breach of warranty claim. Company's sole and exclusive remedy and Nuance's entire liability for any breach of the warranty set forth in this Section 10.3.3 will be for Nuance to re-perform the non-conforming Services that Company notified Nuance of in accordance with this Section.

**10.4 Limitation of Warranties.** To the maximum extent permitted by applicable law, the warranties set forth in this Section 10 [Limited Warranties] shall not apply, and Nuance shall have no warranty obligation or liability with respect to (a) any Nuance Product that (i) is damaged through no fault of Nuance; (ii) is modified by anyone other than Nuance; (iii) is used for any purpose other than its intended purpose (as specified in the Documentation); (iv) is used with equipment not specified as compatible with the Nuance Product in such Nuance Product's Documentation; (v) is used with software not specified as compatible with said Nuance Product in the Nuance Product's Documentation; (vi) Company fails to properly install or maintain; (b) any computer malfunction not attributable to the Nuance Products or Nuance; (c) any incorrect use of the Nuance Products; or (d) any willful misconduct or negligent action or omission of Company.

**10.5 Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 10 [LIMITED WARRANTIES] ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NUANCE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND TITLE. NUANCE DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. Company acknowledges its responsibility to regularly back-up data and to adequately test prior to deployment each production version of the Software in a configuration that reasonably simulates Company's planned production environment.

## **11. LIMITATION OF LIABILITY.**

**11.1 Application.** Nothing in this Agreement shall be taken to exclude or limit Nuance's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or to the extent that such exclusion or limitation is not permitted by law, such as in Australia in certain circumstances pursuant to the Australian Consumer Law. ACCORDINGLY, THIS SECTION 11 IS SUBJECT TO THE AUSTRALIAN CONSUMER LAW IF APPLICABLE TO YOU, AND APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**11.2 Limitation of Liability.** Save for Nuance's liability under Section 11.1 ("Application"), which shall not be excluded or limited under this Agreement except as permitted by applicable law, the Parties, having assessed the risks, agree that the total liability of Nuance and its Affiliates for claims arising under this Agreement (including but not limited to actions for breach of contract, negligence, strict liability and warranty) shall not exceed for each consecutive 12 month period ("Annual Period") of this Agreement (the first period commencing on the Effective Date) an aggregate amount equal to 100% of the amount paid by the Company during the corresponding Annual Period.

**11.3 No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 11.1, IN NO EVENT SHALL NUANCE OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, AGENTS, CONTRACTORS, SUPPLIERS AND EMPLOYEES, BE LIABLE TO COMPANY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS, CONTRACTORS AND EMPLOYEES, FOR LOSS OF REVENUES OR PROFITS, LOSS OF, OR LOSS OF USE OF, SOFTWARE OR DATA, LOSS OF CUSTOMERS, LOSS OF ANTICIPATED SAVINGS, NOR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR

PUNITIVE LOSS OR DAMAGE, HOWSOEVER CAUSED, WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS/SERVICES LICENSED EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.4 Third Party Suppliers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL NUANCE'S THIRD PARTY SUPPLIERS OF ANY COMPONENT OF THE NUANCE SOFTWARE, HOSTED SERVICES OR NUANCE EQUIPMENT BE RESPONSIBLE OR LIABLE TO COMPANY OR ITS AFFILIATES FOR ANY DAMAGES, DIRECT OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN. SUCH THIRD PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THIS SECTION 11.4.

**11.5 Essential Basis.** The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different. The disclaimers, exclusions, and limitations of liability set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **12. INDEMNIFICATION.**

**12.1. By Nuance.** 'Nuance' as referred to in this Section 12, means Nuance Communications, Inc., as licensor to Nuance Communications Ireland Limited. Nuance shall, at its own expense, defend or, at its option, settle, any claim or action brought against Company by a third party during the Term to the extent it is based on a claim that the Nuance Software and/or Hosted Services directly infringes any patent, copyright or trademark of such third party issued by the country in which Company is located and using the Software and/or Hosted Services, or misappropriates a trade secret of such third party protected by the laws of the country in which Company is located and using the Software and/or Hosted Services. Nuance will indemnify Company against any losses, damages, and expenses that are attributable to such claim or action and are assessed against Company in a final judgment. Nuance shall have the foregoing obligations only if Company provides Nuance with: (a) a prompt written request to undertake the defense in such claim or action; (b) sole control and authority over the defense and settlement thereof; and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such claim or action. Nuance shall not be responsible for any attorneys' fees or other expenses or costs that Company incurs before receipt of Company's request for indemnification or defense.

**12.2. Limited Remedies.** If the Nuance Software and/or Hosted Services becomes, or in the opinion of Nuance, is likely to become, the subject of an infringement claim or action, Nuance may, at its option and in its sole discretion, discharge its obligations under this Section 12 (Indemnification) by: (a) procuring, at no cost to Company, the right to continue using the Nuance Software and/or Hosted Services; (b) replacing or modifying the Nuance Software and/or Hosted Services to render it non-infringing, provided there is no material loss of functionality; or (c) if, in Nuance's reasonable opinion, neither (a) nor (b) above are commercially feasible, terminating Company's rights to use such Nuance Software and/or Hosted Services by written notice and (i) with respect to perpetual Nuance Software licenses, refunding the license fees Company paid for such Nuance Software, depreciated on a straight-line sixty (60) month basis from the delivery date, and (ii) with respect to Hosted Services and term licenses of Nuance Software, refunding any unused, prepaid fees Company may have paid to Nuance for the infringing Nuance Software or Hosted Services.

**12.3. Exclusions.** Nuance will have no obligation or liability under this Section 12 (Indemnification) for any claim or action regarding any claim resulting from any of the following: (i) modifications to the Nuance Software and/or Hosted Services by a party other than Nuance; (ii) the combination or use of the Nuance Software and/or Hosted Services with other products, processes, or materials if the Nuance Software and/or Hosted Services itself would not infringe; (iii) where Company continues allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement; (iv) any development, modification, or customization of the Nuance Software and/or Hosted Services by Nuance based on specifications or requirements supplied by Company; (v) components of software programs that are not Nuance Software and were not provided by Nuance; or (vi) Company's use of the Nuance Software and/or Hosted Services in a manner that is not in compliance with the terms of this Agreement.

**12.4. Exclusive Obligation.** This Section 12 (Indemnification) states the sole obligation and exclusive liability of Nuance (express, implied, statutory or otherwise) and its Affiliates, and the sole remedy of Company, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

## **13. Miscellaneous.**

**13.1. Assignment.** Company shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by Nuance. Notwithstanding the foregoing, Company may

assign or transfer its rights hereunder in their entirety pursuant to: a merger, sale of substantially all of its assets, or consolidation with a third party; provided (a) Company provides Nuance with prompt written notice of such sale, merger or consolidation, (b) the assignee/transferee agrees to be bound by all terms and conditions set forth by this Agreement, and (c) the scope of the licenses, license usage and number of Authorized Users does not materially change after the assignment or transfer unless Nuance is compensated for the additional license scope or usage by the terms of the applicable License Schedule or by Company's purchase of additional license units. Nuance shall be free to assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to a third party, provided that Nuance provides Company with prompt written notice of the assignment.

**13.2. Force Majeure.** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

**13.3. Notices.** All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing), to the attention of the General Counsel. Notices shall be deemed delivered and effective upon delivery as confirmed by the records of the carrier or courier, or else: (i) when delivered personally, (ii) five days after posting when sent by certified United States mail (return receipt requested), or (iii) one day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

**13.4. Relationship Between the Parties.** In all matters relating to this Agreement, Company and Nuance shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. Nuance shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Nuance hereunder unless otherwise provided herein. Nuance shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the services with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Company and any such third parties, nor any obligation on the part of Company, to pay or to ensure the payment of any money due any such third party.

**13.5. Governing Law.** This Agreement (and the arbitration clause where applicable below) shall be governed by the laws of the country indicated below without regard to choice of law rules, and excluding the United Nations Convention on Contracts for the International Sale of Goods.. The Parties irrevocably and unconditionally submit to such governing law and to the jurisdiction of the courts located in the jurisdiction indicated below and applicable service of process. The official text of the Agreement and any notices required hereby shall be in English.

Address of Company	Governing Law	Jurisdiction
India or Singapore	Singapore	Courts of Singapore
Australia or New Zealand	New South Wales Australia	Courts in New South Wales, Australia and those courts hearing appeals from them.
Philippines or Malaysia	Singapore	This arbitration clause and the Agreement shall be governed by Singapore law excluding its conflicts of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Without prejudice to either Party's entitlement to seek equitable and non-monetary relief under ordinary court proceedings, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause by one or more arbitrator(s) appointed in accordance with said Rules. Any hearings and transcribed records shall be in the English language. Any arbitral decision shall be final and binding on the Parties.

Saudi Arabia	Laws of England and Wales as long as it does not conflict with Shari'ah, in which case Shari'ah shall prevail in that particular conflict	Without prejudice to either party's entitlement to seek equitable and non-monetary relief under ordinary court proceedings, all disputes, controversy, difference or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in Bahrain under the Charter of the Commercial Arbitration Centre for the States of the Cooperation Council for the Arab States of the Gulf (GCAC) ( <a href="http://www.gcac.biz">www.gcac.biz</a> ) by one arbitrator or more arbitrators appointed in accordance with the said Charter. Any hearings and transcribed records shall be in English language. Any arbitral decision shall be final and binding on the Parties.
Brazil Government and agencies of Brazilian government	Laws of Brazil for contracts with government and governmental agencies	The following Arbitration clause applies with respect to contracts with the Government of Brazil and agencies of Brazilian government. This arbitration clause and the Agreement shall be governed by the laws of Brazil, excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Without prejudice to either Party's entitlement to seek equitable and non-monetary relief under ordinary court proceedings, all disputes, controversy, difference or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in Sao Paulo under the International Arbitration Rules of the International Centre for Dispute Resolution by one or more arbitrators appointed in accordance with the said Rules. Any hearings and transcribed records shall be in the Portuguese language. Any arbitral decision shall be final and binding on the Parties."
Brazil - non-governmental entities	Irish law	Dublin Ireland
UAE	Laws of England and Wales	Without prejudice to either party's entitlement to seek equitable and non-monetary relief under ordinary court proceedings, all disputes, controversy, difference or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in Dubai under the Rules of the DIFC ( <a href="http://www.difcarbitration.com">www.difcarbitration.com</a> ) by one arbitrator or more arbitrators appointed in accordance with the said Rules. Any hearings and transcribed records shall be in English language. Any arbitral decision shall be final and binding on the Parties.
Rest of world	Irish law	Dublin, Ireland

13.6. **Injunctive Relief.** Notwithstanding the forgoing Section, each Party recognizes and acknowledges that any use or disclosure of Confidential Information by the receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the disclosing Party for which remedies other than injunctive relief may be inadequate, and the receiving Party agrees that in any request by the disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving Party will not maintain that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

13.7. **Partial Invalidity; Waiver.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Party shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

13.8. **Publicity.** The Parties may mutually agree upon a press release announcing this Agreement to be issued at a mutually agreed upon time. Either Party may refer to statements made in such press release in future marketing materials and advertisements. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent, except that either Party may refer to the existence of this Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Each Party is authorized to use the name and logo of the other Party on its website solely to identify such Party's relationship. Nuance may include Company's name in Nuance's customer list, and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures.

13.9. **Entire Agreement; Headings; Counterparts.** This Agreement, all Orders issued hereunder, and the exhibits attached hereto, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

13.10. **Order of Precedence.** In the event of a conflict between or among the provisions in this Agreement and any Order, the order of precedence shall be as follows: (i) License Schedules, (ii) General Terms and Conditions, (iii) the data privacy terms agreed by the Parties pursuant to Section 7, if any, (iv) Maintenance Services terms, and (v) each Order.

13.11. **No Third Party Beneficiaries.** Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

13.12 **Export Controls; Government Use.** Company will comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S Government prime contractor or subcontractor (at any tier), the software, services and related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101. The software and documentation consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

13.13 **Anti-Corruption Laws.** Company shall comply with all applicable laws or regulations in all countries in which Company and its Affiliates conduct business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Company confirms by way of signature of this Agreement that Company has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA") and the UK Bribery Act (2010) and has not violated those laws in connection with the transactions associated with this Agreement.

13.14 **Authorized Reseller.** Authorized Reseller is an independent legal entity separate from Nuance. Nuance is not responsible for the actions, statements or recommendations of Authorized Reseller or any obligations that Authorized Reseller has to Company.

[End of General Terms and Conditions]

## **Exhibit A**

(to Nuance Healthcare Master Agreement)  
Schedules

Schedules describing the license terms applicable to the specific Nuance Products Company acquired are either attached hereto or are incorporated by reference and made available via the URL link(s) and pass codes to third party license terms that Authorized Reseller provides to Company in Company's End User Order for the Nuance Products.

**Schedule for  
Dragon Medical Direct**

**Client License for On-Premise Installations (Perpetual or Term)**

This Schedule for Dragon Medical Direct - Client License for On-Premise Installations (Perpetual or Term) forms part and is subject to the Nuance Healthcare Master License Agreement between Company and Nuance (the "Agreement"). The terms of this Schedule apply to Company's use of the Applicable Software defined below as specified in an Order. This Schedule becomes binding on Company when Company executes an order with Nuance or an Authorized Reseller for the purchase of the Applicable Software. In the event of a conflict between the General Terms and Conditions of the Agreement and the terms of this Schedule, the terms of this Schedule will prevail. Capitalized terms used but not defined in this Schedule shall have the meaning prescribed to them in the Agreement.

1. **Definitions.** For purposes of this Schedule, the following terms shall have the following meanings:

- "Applicable Software" means the binary object code version of Nuance's proprietary *Dragon Medical Direct* Software package described in Section 3, which is specified in an Order as being licensed pursuant to the "Client" License Model on a Perpetual or Term basis.
- "Applicable Speech Recognition Services" means the Dragon Medical SpeechKit ("DMSK") as described in Section 3, operating On-Premise.
- "Authorized User" means a Physician or Non-Physician.
- "Computing Platform" means a personal computing environment, as specified in Section 3.4.
- "Device" means a personal computing device operating a Computing Platform as specified in the accompanying Documentation.
- "DMD" means Nuance's proprietary Dragon Medical Direct software.
- "License Duration" means the duration of the license grant specific to a particular Software license, which duration is either a Perpetual License or a Term License, as indicated in the Order.
- "NMS Software" means Nuance's proprietary *Nuance Management Server* software product.
- "Non-Physician" means a person who is not a Physician (including, but not limited to, a nurse, physician assistant, or psychologists), working on behalf of Company.
- "On-Premise" means installed on a special purpose server or servers owned and operated by Company and located at the Company's facilities, and not in a data center owned or operated by Nuance or an Authorized Reseller.
- "On-Premise Software" means DMSK related server software provided by Nuance which is a central component of providing the DMSK required by DMD to Company. These components manage, store and process information related to the Applicable Software, and at all times reside On-Premise and not in a Nuance owned and/or controlled or operated data centre.
- "Perpetual License" means a license grant that is not limited in duration, subject to early termination pursuant to the Agreement.
- "Physician" means a person who is a physician (including, but not limited to, a full-time or part-time physician, resident, attending physician, physician with privileges, M.D., or D.O.) working on behalf of Company.
- "Term License" means a license grant that is limited in duration, which duration is as indicated in the Order, subject to early termination pursuant to the Agreement.
- "User Profile" means the record of an individual's speaker-specific data that provides a consistent dictation experience across successive dictation sessions by such individual.

2. **Grant of Rights.** Subject to the terms and conditions of the Agreement, for each license to the Applicable Software purchased by Company (as indicated in the Order), Nuance hereby grants Company, and Company accepts, the following limited, revocable, non-exclusive, non-transferable, non-sublicensable licenses:

(a) To allow a single Authorized User to use the Applicable Software during the License Duration; provided such use is: (i) in a manner commensurate with the intended use of the Applicable Software (as prescribed by the Agreement and the Documentation), and (ii) solely for Company's internal business purposes. Company shall not allow any Authorized User to use the Applicable Software for the Authorized User's own personal use or the benefit of any third party. Company shall not allow anyone other than the Authorized Users to use the Applicable Software. A separate license to the Applicable Software must be purchased for each Physician or Non-Physician whose User Profile is used by the Applicable Software. The foregoing grant of license to use the Applicable Software is conditioned on Company having a valid licensed copy of Nuance's proprietary Nuance Management Server software, which software is licensed separately.

(b) To reproduce and install copies of the client software component of the Applicable Software on as many Devices as is reasonably necessary to exercise its license rights under Section 2 of this Schedule and to install the On Premises Software and other server components of the Applicable Software on servers in facilities owned or controlled by Company, in each case as prescribed by the Agreement and the Documentation and solely for Company's internal business purposes. All such copies must be true and complete copies (including intellectual property notices) and be made from media or files supplied by Nuance or Authorized Reseller to Company under the Agreement or from a network source if true and complete copies of such media or files supplied by Nuance are copied to the network source.

3. **Description of Applicable Software and Applicable Speech Recognition Services.**

3.1 **Applicable Software**

- Dragon Medical Direct Client Package

*Dragon Medical Direct* captures the Authorized User's utterances and sends the utterances to Applicable Speech Recognition Services. DMD receives responses from the Applicable Speech Recognition Services and provides those responses to the Authorized User's desktop.

3.2 **Applicable Speech Recognition Services.**

*Dragon Medical SpeechKit* functionality as part of the Applicable Speech

Recognition Service as required by DMD comprises the followings:

- Audio is captured by the Applicable Software and is streamed via a data channel to the Applicable Speech Recognition Services for recognition. Once the Applicable Speech Recognition Services has completed the recognition to determine the nature and content of the Authorized User request, the Applicable Speech Recognition Services determine the appropriate result set which is transmitted back to DMD via the Applicable Software.

This service will be running in Company's data centre On-Premise.

- *Nuance Management Server for Dragon Medical SpeechKit*: Nuance Management Server functionality for Dragon Medical SpeechKit as part of the Applicable Speech Recognition Services as required for DMD comprises the following:
- Functionality to administer/manage Authorized Users of Applicable Software and Dragon Medical SpeechKit. This service will be running in Company's data centre On-Premise.

3.3 **Language (Localization):** As identified in the Order.

3.4 **Computing Platforms**

The Computing Platforms and Operating System Versions listed in the table below are compatible with the Applicable Software. Computing Platforms and other devices that are not listed below are not supported and are not permitted to access the Applicable Speech Recognition Services.

Computing Platform	Operating System Version
<b>Clients</b>	
Windows desktop	<ul style="list-style-type: none"> <li>- 32-bit: Microsoft Windows 7, Windows 8.1 and Windows 10.</li> <li>- 64-bit: Microsoft Windows 7, Windows 8.1, Windows 10, Windows Server 2008 R2, Windows Server 2012, R2 and Windows Server 2016.</li> <li>- Microsoft .NET Framework 4.5 (or higher) is required.</li> <li>- In Microsoft Windows 8.1 and 10, you can only use DM Direct in the desktop environment, the Microsoft design language-based user interface (Start screen) is not supported.</li> </ul>
<b>On-Premise Server components:</b>	
Windows Server	2008 R2, 2012, 2012 R2

Nuance may update the above list of Computing Platform from time to time and publish it in the Nuance Product Documentation.