

8. RESTRICTIONS AND EXCLUSIONS.

(i) New versions of any Software, such as versions for new operating systems, are not considered Updates, are not within the scope of this Agreement, and are not provided under M&S. (ii) Any operating system software from Microsoft® Licensing Inc. or its affiliates (“Microsoft”) that has been pre-loaded on Nuance Hardware will be supported by Microsoft in accordance with the license agreement accompanying such operating system software, and is not supported by Nuance. (iii) You are responsible for upgrading the Hardware when necessary to maintain compatibility with Updates and Upgrades to the Software. (iv) Nuance may discontinue support for any Nuance-developed Connector Software product, if such Connector connects to versions of third party applications that are no longer supported by such third party manufacturer, and Nuance may discontinue or modify its development plans for any Nuance Products (including, without limitation, the Covered Products) as it sees fit at anytime without prior notice and without incurring any liability to you.

9. ASSIGNMENT.

Nuance may assign this Agreement or any portion thereof, or subcontract any responsibility hereunder. You may not assign this Agreement or any part thereof without the prior written consent of Nuance and any attempted assignment in violation of this provision will be null and void.

10. LIMITATION ON LIABILITY.

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NUANCE, ITS SUPPLIERS, DISTRIBUTORS, AND/OR THE OFFICERS, DIRECTORS AND EMPLOYEES OF ANY OF THE FOREGOING PARTIES (COLLECTIVELY, THE “NUANCE PARTIES”) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DEGRADATION OF DATA OR LOST PROFITS) ARISING FROM THE MAINTENANCE AND SUPPORT OF THE COVERED PRODUCTS AND UPDATES THEREFOR, OR FROM ANY OF NUANCE’S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF ANY SUCH NUANCE PARTIES HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR M&S. (C) THIS SECTION 10 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. GENERAL.

This Agreement is the complete and exclusive statement of the terms and conditions under which Nuance will provide you with M&S for your Covered Products, and supersedes any prior proposal, agreement, or communication;

oral or written, including any proposal contained in any request for proposal or any other ordering document pertaining to the subject matter contained herein. To the extent any portion of this Agreement is held to be unenforceable, then the remaining parts of this Agreement will remain in effect. Failure by Nuance to require strict performance of any of your obligations under this Agreement at any time will not be deemed a continuing waiver of such obligation or a waiver of any other obligation. This Agreement will be governed by the laws of the State of New Hampshire and of the United States of America, excluding the U.N. Convention on Contracts for the International Sale of Goods, and you agree to submit to the exclusive jurisdiction of the courts of New Hampshire. All questions concerning the terms and conditions of this Agreement should be directed to Nuance in writing to: Legal Department, Nuance Communications, Inc., One Wayside Road, Burlington, MA 01803, USA.

12. TRADEMARK.

Nuance and the Nuance logo are trademarks or registered trademarks of Nuance, Inc. Microsoft is the registered trademark of Microsoft, Inc. All other names and products are trademarks or registered trademarks of their respective owners and are hereby acknowledged.

13. ACKNOWLEDGEMENT.

You acknowledge that you have read all of the above terms and conditions, understand them, and agree to be bound by them. You understand that neither the Distributor nor any third party is authorized to make any representations or warranties on Nuance’s behalf, nor to vary any of the terms or conditions of this Agreement.

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P/N: 73-00519

Nuance Communications, Inc.
1 Wayside Road
Burlington, MA 01803
United States

This Maintenance and Support Agreement (this “Agreement”) is a legal agreement between the end user entity or individual purchasing the services described below (“you”) and Nuance Communications, Inc. (“Nuance”), and sets forth the terms and conditions under which Nuance will furnish the updates, technical support, and hardware repair services described below (“M&S”). IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THEN DO NOT REGISTER YOUR M&S, AND NOTIFY THE ENTITY FROM WHICH YOU PURCHASED YOUR M&S WITHIN THE TIME PERIODS BELOW TO RECEIVE A REFUND OF THE AMOUNT, IF ANY, YOU PAID FOR M&S. Notification must be received within 180 days after shipment of the Covered Product or Extension Notice from Nuance. Definitions of “Covered Product” and “Extension Notice” are in Section 2, below.

YOUR TERM FOR ORIGINAL M&S WILL BEGIN NO LATER THAN 180 DAYS AFTER THE COVERED PRODUCT IS SHIPPED FROM NUANCE. “Original M&S” is defined in Section 2, below. See Section 3 for further details.

1. REGISTRATION REQUIRED.

(a) You must register with Nuance to receive M&S by following the directions at www.ecopy.com/registration. By registering, you are deemed to accept the terms of this Agreement.

(b) IF YOU DO NOT REGISTER YOUR M&S, YOU WILL BE UNABLE TO ACCESS THE M&S SERVICES THAT YOU HAVE PURCHASED.

(c) IF YOU DO NOT REGISTER YOUR EXTENDED M&S, THE TERM OF YOUR EXTENDED M&S WILL BE DECREMENTED. “Extended M&S” is defined in Section 2, below. See Section 3(d) for further details.

2. SERVICES PROVIDED AND PRODUCTS COVERED.

(a) M&S. Nuance provides M&S for those Nuance software product licenses (“Software”) and Nuance hardware products (“Hardware”) that Nuance makes generally available under one of its forms of End User License Agreement (“EULA”) from time to time, and for which Nuance offers M&S. “Original M&S” is M&S bundled and/or sold with newly purchased Nuance Software or Hardware products. “Extended M&S” is M&S purchased because the Original M&S coverage has/will expire. For purchases of Extended M&S, Nuance will provide you with an “Extension Notice” containing pertinent registration and M&S information.

(b) M&S Provided for Covered Products. In exchange for the fees paid or payable by you for M&S and subject to the terms hereof, Nuance will provide you with M&S for your Covered Products during the effective Term of this Agreement (as defined in Section 3, below). Your “Covered Product(s)” are the specific Nuance Software and Hardware products that you have purchased and for which you have purchased and registered M&S. Your Covered Product(s)

and the duration of M&S coverage for those Covered Product(s) is listed: either in or on the package of which this Agreement is a part (the "Package"), on the Nuance authorized website through which you obtained your Covered Product(s) (the "Download Site"), in the Extension Notice, and/or on the documents provided by the reseller, equipment dealer, system integrator or other Nuance authorized distributor from which you ordered the Covered Product(s) and M&S (the "Distributor").

3. TERM.

(a) Term. You are eligible to receive M&S and this Agreement will remain in effect only during the period of time for which you have purchased M&S (the "Term"). The duration of your Term is described in the Package, on the Download Site, or in the Extension Notice or documents provided by your Distributor. The Term will commence as described below.

(b) Commencement of Term for Original M&S If you purchased Original M&S, the Term will commence on the earlier of: (i) the date on which the Covered Product is activated or installed by you, as is described in and required by the Covered Product itself, or (ii) one hundred eighty (180) days after the Covered Product is shipped from Nuance. PLEASE NOTE THAT IF YOU DO NOT EARLIER ACTIVATE OR INSTALL THE COVERED PRODUCT, THE M&S TERM WILL AUTOMATICALLY COMMENCE 180 DAYS AFTER SHIPMENT OF SUCH COVERED PRODUCT FROM NUANCE. To the extent your Covered Product consists of a bundle of more than one Software component, then activation or installation of any one component of the bundle will simultaneously commence the M&S Term on all components of the bundle, so that the M&S Term of all Software components of the bundle will commence at the same time.

(c) Commencement of Term for Extended M&S If you purchased Extended M&S, then the Term will commence on the day immediately after the date on which the related Original or then existing M&S Term expires or expired.

(d) Warning about Non-Timely Registration of Extended M&S You are required to register your Extended M&S on or before the day that is 180 days after Nuance ships the Extension Notice (the "180th Day"). PLEASE NOTE THAT IF YOU FAIL TO REGISTER YOUR EXTENDED M&S AS REQUIRED HEREIN, THEN THE TERM OF YOUR EXTENDED M&S WILL BE DECREMENTED AS FOLLOWS: Commencing on the day after the 180th Day, your Extended M&S Term will be decremented at the rate of one day for each day after the 180th Day that you fail to register your Extended M&S. The M&S Term will be decremented until the day that you register your Extended M&S or, if you fail to register your Extended M&S, then the Term will be decremented until there are no days left in the Term, in which case the Term will expire and you will have no further rights to receive M&S.

(e) Termination of Term. You may purchase Extended M&S, if then available, from the party from which you acquired the Original M&S, under terms of

the then-current form of M&S Agreement. This Agreement will terminate, automatically without notice to you upon: (i) your failure to comply with any material term or condition of this Agreement; (ii) expiration of the Term, or (iii) the termination of the EULA for any Covered Product. Upon termination of this Agreement, you will have no further rights to M&S. You acknowledge that no refunds of any M&S fees shall be made due to termination.

4. SOFTWARE UPDATES.

(a) "Updates" consist of the fixes, improvements, additions, enhancements and upgrade versions of any Software that Nuance may make commercially available to its M&S customers from time to time. Nuance will make available all Updates for your Covered Products to you, either by making them available at an Nuance website or as otherwise specified by Nuance.

(b) Provided the M&S Term and the EULA for the Covered Product are then in effect, you may download and install one copy of each Update for each Covered Product. Updates are licensed under the same EULA that governs the corresponding Covered Product and are deemed part of the Covered Product.

(c) If your Covered Product includes the "Nuance ShareScan® Suite™" Software product, then as part of your M&S you also are entitled to receive one copy of each Nuance-developed Connector software product made generally available during the Term of this Agreement (each, a "Connector"), and such Connectors are licensed under the same EULA that the Nuance ShareScan Suite was licensed to you.

(d) Installation of Updates is not included as part of M&S. If your Distributor installs your Updates for you, the Distributor may charge installation fees for such service.

5. TECHNICAL SUPPORT.

YOU MUST CONTACT YOUR DISTRIBUTOR OR OTHER PARTY FROM WHOM YOU ORDERED YOUR M&S FOR ASSISTANCE IN OPERATING THE COVERED PRODUCTS ("LEVEL 1 SUPPORT") DURING SUCH HOURS AND BY SUCH METHODS AS ARE ESTABLISHED BY YOUR DISTRIBUTOR. If you continue to require technical support after your Distributor has provided Level 1 Support, then the Distributor will escalate the support issue to Nuance for resolution and manage all related communications with you. (You may always access the Nuance technical self-help knowledgebase at www.askecopy.com, if then available.)

6. HARDWARE REPAIR.

(a) Hardware Repair Services. To the extent you have purchased M&S for a Hardware Product, then Nuance will at its option either repair or replace at no charge any Hardware component found to be defective during the Term of this Agreement, except as excluded below. If replacement is necessary, the

replacement component will be the same, similar, or better than the defective component. Replacements will follow Nuance's then current Return Materials Authorization (RMA) procedures, which can be seen by searching "RMA" at www.askecopy.com, if then available. If Updates to the Covered Products require upgraded or new Hardware components, Nuance does not provide these new Hardware components under M&S.

(b) Exclusions. Nuance will not be responsible for replacing Hardware components in any of the following situations. (i) Hardware components which are damaged due to: your negligence, neglect, or alteration, or which are damaged due to electric current fluctuations or other accident. (ii) Hardware components which are damaged due to your improper use, including: use in a manner inconsistent with the applicable Hardware documentation or specifications, or failure to follow operating instructions and environmental conditions prescribed in Nuance documentation, or Hardware components suffering loss or damage due to use with equipment or software not supported by Nuance, including use of the Hardware in any system configuration not supported by Nuance. Nuance supported devices are described in applicable Nuance Documentation and/or on the Nuance website. (iii) Hardware components which are damaged by installation or repair by other than the Distributor or other service representative authorized by Nuance and acting in accordance with Nuance's RMA process and published procedures or service bulletins. (iv) Hardware components whose serial number or other original identifying marks have been removed or altered. (v) Hardware components suffering loss or damage due to use of parts (other than those distributed by Nuance) which cause damage to the Hardware or cause abnormally frequent service calls or service problems.

7. TECHNICAL SUPPORT FOR PRIOR RELEASES.

(a) "Major Releases" and "Point Releases" are software releases for a Software product which are commercially available and marketed to the public. A Major Release is usually identified by a new number to the left of the decimal point and a zero to the right of the decimal point, and typically includes significant changes in features and/or functionality. A Point Release is usually identified by a new number to the right of the decimal point, and the prior Major Release number to the left of the decimal point, and typically addresses improvements on and corrections of defects contained in the prior Major Release.

(b) Nuance will support the current Major Release (and related Point Releases) and the most recent prior Major Release (and all related Point Releases). For example, if the last five releases were 4.3, 5.0, 5.1, 6.0, and 6.1, Nuance would support 5.0, 5.1, 6.0, and 6.1, but not 4.3.