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(b) Hardware. The eCopy ScanStation™ System (the “eCopy ScanStation System”) consists of a Central Processing Unit, LCD touch panel, keyboard and/or stand (the “Hardware”) which is either bundled with or otherwise intended to operate with certain Software.

(c) Documentation. The “Documentation” consists of certain written Software and/or Hardware documentation provided by Nuance and enclosed in the Package in printed or electronic format, or otherwise provided to you on the Download Site.

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### 5. USE LIMITATIONS.

This License authorizes you to use the Software for the purposes described in the Documentation to the extent described below:

(a) eCopy ScanStation System. If you purchased a eCopy ScanStation System, then the eCopy ShareScan Client and the Services Manager provided as part of the eCopy ScanStation System may be installed and used on the CPU that is part of the eCopy ScanStation System. You may use each single eCopy ScanStation System for only one single Nuance supported device (whether a multifunction device, scanner, or other scanning device) (each, a "Device").

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In order to verify your compliance with this Agreement, Nuance in its sole discretion may request either or both of the following: that you provide Nuance with a written certification describing the extent of your use of the Software, and/or allow Nuance and/or its representatives to conduct a reasonable audit of your applicable records and premises. You agree to comply with such request(s) and to provide Nuance with such assistance as may be reasonably requested by Nuance.

## 10. WARRANTY.

The "Warranty Period" is the ninety (90) day period that begins on the date on which the License commences as described in Section 8 above.

(a) Software and Media Warranty and Exclusive Remedy. Except in the case of NFR and Evaluation Software which are provided on an "AS IS" basis, during the Warranty Period and subject to the conditions in Section 10(b) below, Nuance warrants to you that the

Software will perform substantially as described in the applicable Documentation (the “Software Warranty”) and that the media, if any, on which the Software is recorded will be free of defects in materials or workmanship under normal use (the “Media Warranty”). For breach of the Software Warranty, Nuance’s and its suppliers’ entire liability and your exclusive remedy will be, at Nuance’s option, either: (i) repair or replacement of the nonconforming Software, or (ii) refund of the amount actually paid, if any, by you for the Software and termination of the license at issue. For breach of Nuance’s Media Warranty, Nuance’s and its suppliers’ entire liability and your exclusive remedy will be that defective media presented to an authorized Distributor and proven to be defective upon inspection will be exchanged for replacement media by Nuance.

(b) Software and Media Warranty Conditions. The above Software and Media Warranties and remedies are: (i) subject to your notification to your Distributor or Nuance of the warranty claim, and return of the nonconforming Software or media during the Warranty Period, and (ii) void if failure of the Software or media has resulted from accident, abuse, modification, combination and/or use of the Software with other software or hardware not authorized by Nuance or use in a manner not described in the Documentation. Replacement Software and media will be warranted for the remainder of the original Warranty Period.

(c) Hardware Warranty. If you have purchased a eCopy ScanStation System(s), then during the Warranty Period and subject to the conditions in Section 10(d) below, Nuance warrants to you as the original purchaser of the eCopy ScanStation System in new condition in its original container, that the Hardware is free of defective workmanship and materials under normal use and service. Defective Hardware units or parts presented to the Distributor during the Warranty Period and proven to be defective upon inspection by Distributor will be exchanged for a new or comparable rebuilt Hardware units or parts.

(d) Hardware Warranty Conditions. The above Hardware Warranty and remedies are subject to your notification to the Distributor or Nuance of the warranty claim, and the return of the defective Hardware Component during the Warranty Period. This limited Hardware Warranty will only apply to Hardware purchased from Nuance and used with Nuance supported Devices. Such Devices will be warranted, if at all, by the Device manufacturer. This limited Hardware Warranty is void in the following cases: (i) Hardware which is damaged due to: your negligence, neglect, or alteration, or which are damaged due to electric current fluctuations or other accident. (ii) Hardware which is damaged due to your improper use, including: use in a manner inconsistent with the applicable Documentation or specifications, or failure to follow operating instructions and environmental conditions prescribed in Nuance documentation, or Hardware 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 recommended in applicable Documentation distributed with the eCopy ScanStation System. Nuance supported devices are described in the applicable Documentation and/or at the Download Site. (iii) Hardware which is damaged by installation or repair by other than the Distributor or other service representative qualified by Nuance and acting in accordance with Nuance’s published procedures or service bulletins. (iv) Hardware whose serial number or other original identifying marks have been removed or altered. (v) Hardware suffering loss or damage due to use of parts (other than those

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(i) You assume responsibility for the selection of the Nuance Products to achieve your intended results and for the installation and use of, and results obtained from, the Nuance Products. Nuance does not warrant that the functions contained in the Nuance Products will meet your requirements or that the operation of the Nuance Products will be uninterrupted or error free. (ii) EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE NUANCE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE AND ITS SUPPLIERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). (iii) THE ABOVE WARRANTIES DO NOT APPLY TO OTHER NON-NUANCE SOFTWARE OR DEVICES WHICH MAY BE INSTALLED IN, CONNECTED TO, OR DISTRIBUTED WITH THE HARDWARE, WHETHER OR NOT SUCH DEVICES ARE SOLD OR INSTALLED BY A DISTRIBUTOR. THE SOLE WARRANTY, IF ANY, WITH RESPECT TO SUCH DEVICES IS THE WARRANTY DISTRIBUTED BY THE MANUFACTURER THEREOF. (iv) EXCEPT AS MENTIONED ABOVE, NO OTHER WARRANTY FOR ANY NUANCE PRODUCTS, WHETHER EXPRESS OR IMPLIED, MAY BE GIVEN BY ANY PERSON, FIRM OR CORPORATION, INCLUDING THE DISTRIBUTOR, WHICH BIND NUANCE. (v) Some jurisdictions do not allow the exclusion of implied warranties, or a limitation on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to thirty days. This warranty gives you specific legal rights. You may have other rights which vary from jurisdiction to jurisdiction.

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(c) Governing Law. Except to the extent, if any, applicable law requires otherwise, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(d) Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. If any provision in this Agreement should be held illegal or

unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect. The controlling language of this Agreement is English. You agree to bear any and all costs of interpreters if necessary. If You have received a translation into another language, it has been provided for your convenience only. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding such expiration or termination. You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except to an acquirer of Your business in the case of a merger or the sale of all or substantially all of Your assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. The relationship between Nuance and you is that of independent contractors and neither You nor your agents shall have any authority to bind Nuance in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. Nuance may use your name in any customer reference list or in any press release issued by Nuance regarding the licensing of the Software.

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