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As used in this Agreement, "Software Package" means the Software and the accompanying documentation. As used in this Agreement, "Voice Profile" shall mean a data file created and used by the Software Package to recognize the speech of a sole natural person. A Voice Profile may not be shared or otherwise used by the Run-Time Software in a manner to recognize the speech of more than one natural person under any circumstances. As used in this Agreement, "Run-time Engine" shall mean the accessing of the Software Package by application software via an Application Programming Interface("API") that may be incorporated into the

Software Package by Nuance, or similar direct access to the code of the Software Package that by-passes the API. Such use is subject to separate licensing to the application software developer and to the end user.

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## 3. Term

This License is effective upon Licensee's first installation and/or use of the Software and shall continue until terminated or expired. Licensee may terminate this Agreement at any time by returning the Software Package to Nuance. Nuance may terminate this Agreement upon breach by Licensee of any terms hereof. Upon such termination by Nuance, Licensee agrees to uninstall the Software and promptly return the Software Package to Nuance.

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## 5. Activation

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### 8.2 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 AS PERMITTED BY THAT 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.

(d) WHERE NUANCE ELECTS TO REPAIR GOODS, THIS REPAIR MAY RESULT IN LOSS OF USER-GENERATED DATA.

(e) If the Australian Consumer Law (ACL) applies to this transaction then Nuance's Australian Consumer Law Policy applies visit the website [australia.nuance.com](http://australia.nuance.com) for information on this policy.

#### 9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NUANCE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PACKAGE, INCLUDING THE SOFTWARE, DOCUMENTATION, OR MICROPHONE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL NUANCE'S LIABILITY EXCEED THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE PACKAGE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS AUSTRALIA IN CERTAIN CIRCUMSTANCES PURSUANT TO THE AUSTRALIAN CONSUMER LAW), SO IN THOSE STATES OR JURISDICTIONS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. AS A CONDITION OF YOUR USE OF THE SOFTWARE PACKAGE, YOU AGREE TO INDEMNIFY NUANCE FOR ALL CLAIMS RELATING TO YOUR USE, REPRODUCTION AND/OR RECEIPT OF CONTENT THROUGH USE OF THE SOFTWARE PACKAGE. LICENSEE UNDERSTANDS THAT SPEECH RECOGNITION IS A STATISTICAL PROCESS AND THAT RECOGNITION ERRORS ARE INHERENT IN THE PROCESS. LICENSEE ACKNOWLEDGES THAT IT IS LICENSEE'S RESPONSIBILITY TO CORRECT RECOGNITION ERRORS BEFORE USING THE RESULTS OF THE RECOGNITION.

#### 10. Assignment

Licensee shall not sublicense, rent, lease or lend the Software to another party.

#### 11. Remedies

If Licensee breaches this Agreement, Licensee shall promptly return the Software Package to Nuance.

#### 12. Governing Law

This Agreement shall be governed by the laws of the country where you purchased this Software as detailed for that country

below, without regard to choice of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods, and you hereby unconditionally and irrevocably submit to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of the Agreement and any notices required shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both you and Nuance agree to write this document in English. Les Parties ont convenu de rédiger le présent document en langue anglaise.

**Your address:** United States, Taiwan, Korea, Japan, Canada, or Mexico

**Governing Law:** Commonwealth of Massachusetts, U.S.

**Jurisdiction:** Federal or state courts of Massachusetts

**Your address:** China or Hong Kong

**Governing Law:** Hong Kong Special Administrative Region

**Jurisdiction:** Courts of Hong Kong Special Administrative Region

**Your address:** Australia or New Zealand

**Governing Law:** The State of New South Wales, Australia

**Jurisdiction:** Courts of New South Wales Australia

**Your address:** India or Singapore

**Governing Law:** Singapore

**Jurisdiction:** Courts of Singapore

**Your address:** Rest of world

**Governing Law:** Irish law

**Jurisdiction:** Dublin, Ireland

Notwithstanding the foregoing provisions of this Section, a breach of this Agreement by Licensee may cause Nuance irrevocable harm, for which damages as a remedy may be inadequate. Licensee agrees that Nuance is entitled to injunctive and/or other equitable relief, from any court of competent jurisdiction in addition to any other remedies afforded by law. Licensee agrees that in the event such equitable relief is granted, Licensee will not: (i) object that such remedy is inappropriate under the circumstances; nor (ii) object to courts in other jurisdictions granting provisional remedies enforcing such judgments.

### 13. Severability

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

#### 14. No Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

#### 15. United States Government End Users

This Section applies to all acquisitions of the Software by or for the Federal government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government. By accepting delivery of the Software, the government hereby agrees that this software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Software and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused, to Nuance. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights-Use, duplication, and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988)." In the event any of the above referenced agency regulations is amended or replaced, the equivalent successor regulation shall apply instead.

16. Licensee expressly agrees that Nuance is not a licensed health care provider and that the Software is not a substitute for independent medical decision making by a qualified health care practitioner. Licensee is solely responsible for its own conduct with respect to patient care and any reliance upon the Software shall not diminish Licensee's responsibility for patient care that Licensee may be involved or associated with.

#### 17. Processing of Speech Data, Uploaded Data, and Usage Data

(a) Speech Data and Uploaded Data. The Software has a feature by which you may enable Nuance to collect Speech Data (as defined below) or provide Nuance with Uploaded Data (as defined below). If you turn on the feature to provide Nuance with Speech Data and/or Uploaded Data, Nuance or its commissioned service

providers, may collect and use the Speech Data and/or Uploaded Data for the purposes provided in this Agreement. Nuance or third parties acting under the direction of Nuance and pursuant to confidentiality agreements, shall only use Speech Data and Uploaded Data to tune, enhance and improve the speech recognition and other components of the Software, and other Nuance services and products. Nuance will not use the information elements in any Speech Data or Uploaded Data for marketing purposes. "Speech Data" means the audio files, associated transcriptions and log files provided by you hereunder or generated in connection with the Software. "Uploaded Data" means information you elect to provide to Nuance via the Software, such as specific words and/or word groups related to you, auto text, or otherwise.

(b) Usage Data. The Software has a feature by which you may enable Nuance to collect data on how you use the Software (the "Usage Data"). This feature utilizes the Google Analytics service to collect the Usage Data (information on the Google Analytics service and how it collects and processes data is located at <https://www.google.com/policies/privacy/partners/>). Nuance or third parties acting under the direction of Nuance and pursuant to confidentiality agreements, may solely collect and use the Usage Data for the purposes provided in this Agreement. Usage Data is never used for marketing purposes. Nuance shall only use Usage Data to tune, enhance and improve the Software and other Nuance services and products.

(c) Where Licensee uses the software to process personal data which is subject to applicable privacy laws ("Personal Data"), the terms of Nuance's privacy policies, located at <http://www.nuance.com/company/company-overview/company-policies/privacy-policies/index.htm> shall apply.

18. Personal Data Processing Under EU GDPR. Effective May 25, 2018, the GDPR Processing Attachment at Attachment A will apply and form part of this Agreement, to the extent you act as a controller of personal data under GDPR and the GDPR requires a processing contract pursuant to Article 28. Attachment A does not apply if you are using the Software in a private capacity or to the extent Nuance acts as a controller of Personal Data, such as the customer contact information (name and email address, for example) you provide to us.

19. Export Restrictions

The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software.

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ATTACHMENT A  
GDPR PROCESSING ATTACHMENT

The following provisions will constitute the controller-processor contract required by Article 28 of the GDPR:

(a) You agree that, when you transmit Personal Data to Nuance so that we may deliver the Service to you, such as by transmitting your Speech Data to us, you are the controller of the Personal Data and Nuance is the processor of such data. The subject-matter, nature and purpose of the processing is provision of speech recognition services to you; the type of personal data and categories of data subjects are unknown to Nuance and within your control as the controller.

b) The duration of the processing is the duration of this Agreement. All processing of your Personal Data is conducted on your documented instructions in accordance with this Agreement unless required to do so by Union or Member State law, in which case Nuance will inform you before processing, unless that law prohibits such information on important grounds of public interest.

(c) You grant Nuance a specific authorization to appoint Oracle Corporation as sub-processor to provide Nuance's support ticketing system. You grant Nuance a general authorization to appoint other sub-processors, including service providers, to support the delivery of the Service. Nuance will inform you of any new or changed sub-processors, thereby giving you the opportunity to object to such changes. We will require any sub-processors to enter into a written agreement with Nuance on the same or equivalent terms to those in Attachment A to this Agreement, and we will remain liable to you for any breach by the sub-processor of its agreement with Nuance.

(d) The data that Nuance collects to provide the Service to you, including Speech Data and Usage Data, may be transferred to the United States and stored and processed there. By entering into this Agreement, you consent to such transfer, storage and processing. Nuance complies with applicable EU requirements for transfers of Personal Data to the United States.

e) We will treat your Personal Data confidentially and will take appropriate steps so that only authorized personnel shall have access to your Personal Data and that such authorized personnel shall be subject to binding obligations of confidentiality. We will implement appropriate technical and

organizational measures to meet GDPR requirements, including appropriate security under Article 32 as described in the Technical and Organizational Measures described below, and to ensure the protection of the rights of the data subject.

(f) We will promptly notify you if we receive notice from a data subject of exercise of data subject rights. You will be responsible for addressing such requests. We will provide you with reasonable information to assist you in your response to the data subject request, insofar this is possible, taking into account the nature of the processing.

(g) We will assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Nuance.

(h) At your request, Nuance will delete or return all collected Personal Data after the end of the Service, and delete existing copies, unless the law requires storage of the Personal Data.

(i) In order to satisfy your audit and inspection rights Nuance will provide you with written information on Nuance's compliance. We will make available to you all information necessary to demonstrate compliance with Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by you or an auditor mandated by you, in necessary. We shall immediately inform you if, in our opinion, an instruction infringes the GDPR or other EU data protection law.

(j) We will notify you without undue delay after becoming aware of any personal data breach and provide to you all information required to be provided by a processor to a controller under Article 33(3) of the GDPR.

#### Technical and Organizational Measures

**Workforce Clearing and Training:** All Nuance personnel are subject to background checks before access to restricted data is permitted. All personnel receive regular security training.

**Physical Access Controls:** All Nuance facilities are protected by physical security controls including perimeter controls, electronic access systems, locks and cameras. Nuance stores all production data in physically secure data centers that also maintain additional access restrictions.

Logical Access Controls: All Nuance systems and personal computers are subject to access controls including at least username and password that must meet password complexity requirements and automatic logoff requirements.

Data Access Controls: Access to Nuance systems storing Personal Data is granted on a need-to-know basis and is subject to administrator approval. Data at rest is protected either by encryption or compensating security controls, which include segmented networks, tiered architecture, firewalls with intrusion protection and anti-malware protections, and limiting of port access.

Data Transfer Controls: Data is protected by encryption in transit.

Entry Control: Nuance implements systems to log data access.

Availability Controls: Nuance's infrastructure systems have been designed to eliminate single points of failure and minimize the impact of anticipated environmental risks. All data centers operate in active/active mode with real-time application replication across the regions. Nuance relies on geographical redundancy to support high-availability of service to its client base.

Control of Data Separation: All Customer data is logically separated.

Nuance may update these Technical and Organizational Measures at any time by publication on its website at [www.nuance.com](http://www.nuance.com).