

Dragon Anywhere

Dragon Anywhere Software End User License Agreement and Terms of Service

THIS IS A LEGAL AGREEMENT BETWEEN YOU (THE INDIVIDUAL OR THE ENTITY USING THE DRAGON ANYWHERE SOFTWARE AND CONNECTED SERVICE) AND NUANCE. IF YOU ARE LOCATED IN THE UNITED STATES, CANADA, OR MEXICO, “NUANCE” SHALL MEAN NUANCE COMMUNICATIONS, INC. IF YOU ARE LOCATED IN JAPAN, “NUANCE” SHALL MEAN NUANCE COMMUNICATIONS JAPAN K.K. IF YOU ARE LOCATED IN ANY OTHER COUNTRY, “NUANCE” SHALL MEAN NUANCE COMMUNICATIONS IRELAND LIMITED. PLEASE READ THE FOLLOWING TERMS CAREFULLY.

YOU MUST AGREE TO THE TERMS OF THIS DRAGON ANYWHERE SOFTWARE END USER LICENSE AGREEMENT AND TERMS OF SERVICE (THE “AGREEMENT”) IN ORDER TO INSTALL AND USE THE DRAGON ANYWHERE SOFTWARE AND THE DRAGON ANYWHERE CONNECT SERVICE. BY CLICKING ON THE “ACCEPT” BUTTON OR BY PURCHASING THE DRAGON ANYWHERE SOFTWARE AND THE DRAGON ANYWHERE CONNECT SERVICE, YOU AGREE TO BE BOUND TO THE AGREEMENT. YOU MAY NOT USE THE DRAGON ANYWHERE SOFTWARE OR THE DRAGON ANYWHERE SERVICE IN ANY WAY UNLESS YOU HAVE ACCEPTED THE AGREEMENT.

The Dragon Anywhere software and service is an application that permits users to dictate documents and reports that may include proprietary terminology. The application supports voice-based correction, formatting and navigation. Dictated text can be shared via email or saved as documents. The following general terms and conditions permit you to: 1) download, install and use the Dragon Anywhere software, including any additional Dragon Anywhere software updates that Nuance may make available to you, (“Software”) to access the Dragon Anywhere server applications (the “Service”); 2) access the Service with the Software; and 3) use the accompanying documentation provided by Nuance for using the Software and accessing the Service.

1. LICENSE GRANT. Nuance hereby grants you (the "Licensee") a personal, non-exclusive, non-transferrable, non-sublicensable, revocable limited license, to install and use the Software on multiple Devices (and to access the Service with the Software on such Devices), only in the countries and languages in which the Software and the Service are made available. A “Device” means an iOS or Android mobile device that obtains the Software from the Apple App Store or the Google Play Marketplace. You agree that the Software and the Service will use a wireless network to send and receive data and that a mobile operator and other third parties may charge for data and/or usage fees.

2. LICENSEE OBLIGATIONS.

2.1. RESTRICTIONS. You may not (except as permitted by law): (a) submit any automated or recorded queries with the Software or to the Service; (b) use the Software and Service other than for your own use; (c) access the Service with software or means other than the Software; (d) copy, reproduce, distribute, or in any other manner duplicate the Software, in whole or in part; (e) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Software or the Service, in whole or in part; (f) modify, port, translate, or create derivative works of the Software or the Service; (g) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Software or the Service by any means; (h) remove any proprietary notices, labels or marks from the Software; or (i) use the Software or the Service for purposes of comparison with or benchmarking against products or services made available by third parties.

2.2. COMPLIANCE WITH LAWS.

- (a) You will comply with laws and regulations that apply to your business and data, including laws, regulations and industry standards concerning privacy and data protection.
- (b) You bear sole responsibility for your use of the Services, including compliance with all laws, regulations and standards that apply to such use. You may not use the Service (including data stored, transmitted or processed using the Services) in ways that would impose additional regulatory or other legal obligations upon Nuance and/or its service providers because of that use (for example, by subjecting Nuance and/or its service providers to regulations that apply to your industry).

3. PROPRIETARY AND DATA RIGHTS.

3.1. SOFTWARE AND SERVICE. Nuance, its licensors, and its service providers own all right, title, and interest in the Software and the Service including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith, and all title to such rights shall remain solely in Nuance and/or its licensors and/or its service providers. Unauthorized copying of the Software or the Service, or failure to comply with the above restrictions, will result in automatic termination of this Agreement and all licenses granted hereunder, and Nuance shall be entitled to all available legal and equitable remedies for breach of this Agreement.

3.2. SPEECH DATA AND USAGE DATA.

(a) Nuance, in conjunction with a service provider, collects and uses the data and information you provide to us, including data and information obtained from your use of the Service. We may use or share Personal Information (e.g., name, address, telephone number, email address, and location) where it is necessary for us to complete a transaction or do something that you have asked us to do. Also, we may use data and information that we collect, including Speech Data and Usage Data (as defined below), for our internal purposes to develop, tune, enhance, and improve our products and services, and for advertising and marketing consistent with the Nuance's privacy policy located at <http://www.nuance.com/company/company-overview/company-policies/privacy-policies/index.htm>. "Speech Data" means the audio files, associated text and transcriptions and log files provided by you hereunder or generated in

connection with the Service, and may include Personal Information, as defined by the Nuance privacy policy. "Usage Data" means information about the Service as used by end users. For further information regarding our collection and use of data, please see Nuance's privacy policy.

(b) UNITED STATES DATA STORAGE. Speech Data shall be stored and processed in the United States in conjunction with a service provider.

4. SUPPORT. To facilitate the process of evaluating and testing the Software and Service, Licensee may refer to Nuance frequently asked questions at the URL <http://www.nuance.com/go/dragon-anywhere/support>. For additional support, Licensee may request such support via the foregoing website, and upon Nuance personnel availability, Nuance may provide reasonable support services through fax, email or other means to Licensee with regards to defect and/or clarification of functions and features of the Software and Service. Nuance Support will reply to your questions within 48 business hours (excluding weekends and legal / company holidays)

5. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT NUANCE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS PROVIDE THE SOFTWARE AND SERVICE "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. CONSEQUENTLY, YOU AGREE TO TAKE ALL PRECAUTIONS AND SAFEGUARDS NECESSARY TO PROTECT YOUR DATA AND SYSTEMS FROM LOSS OR DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NUANCE, ITS OFFICERS, DIRECTORS, EMPLOYEES, ITS LICENSORS, OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF COVER, ARISING FROM THE USE OF THE SOFTWARE OR THE SERVICE, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OR WHERE IT SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7. TERM AND TERMINATION/SUSPENSION. This Agreement begins on your acceptance of the terms and conditions of this Agreement and expires upon termination. Nuance may terminate or suspend this Agreement, and/or the licenses granted or Service provided hereunder, at any time in its sole discretion, with or without cause, by notifying you that the Service has expired or has been terminated or suspended. This Agreement shall terminate automatically upon the breach

of any of its terms and conditions by you. Upon termination, you shall immediately stop use of the Software and Service and shall delete all copies of the Software.

8. EXPORT COMPLIANCE. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (iii) you will obtain any authorizations that may be required to import, export, and otherwise transfer data used or processed using the Software and/or Service; and (iv) you will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of applicable export laws and regulations.

9. TRADEMARKS. Third-party trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the Software or the Service are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. The use of such Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by Nuance with such company, or (ii) an endorsement or approval of such company of Nuance and its products or services.

10. GOVERNING LAW.

This Agreement shall be governed by the laws of the country indicated below, without regard to choice of law rules, and you hereby submit to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of the Agreement or any notices required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both parties agree to write this document in English. Les Parties contractantes ont convenu de rédiger le présent document en langue anglaise.

Address of Licensee	Governing Law	Jurisdiction
United States, Taiwan, Korea, Japan, Canada or Mexico	Commonwealth of Massachusetts, U.S.	Federal or state courts of Massachusetts
Hong Kong or China	Hong Kong Special Administrative Region	Courts of Hong Kong Special Administrative Region
India or Singapore	Singapore	Courts of Singapore
Australia or New Zealand	New South Wales	Courts in New South Wales, Australia
Rest of world	Irish law, excluding the United Nations Convention on Contracts for the International Sale of Goods	Dublin, Ireland

11. TERMS SUBJECT TO CHANGE. You acknowledge and agree that Nuance may change the terms and conditions of this Agreement from time to time upon reasonable notice to the address you provided upon signup, including to your email address. If you do not agree to such changes

in this Agreement, your only remedy is to cease using the Software and the Service. Your continued use of any part of the Software or Service after Nuance has provided you with reasonable notice of such change for your review will be considered your acceptance of such change.

12. **GENERAL LEGAL TERMS.** You may not assign or otherwise transfer any rights or obligations under this Agreement without Nuance's prior written consent. This Agreement is the entire agreement between Nuance and you and supersedes any other communications or advertising with respect to the Software or the Service. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised solely to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. The failure of Nuance to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Sections 2, 3, 5, 6, 7, 9, 10, and 12 of this Agreement shall survive the termination of this Agreement. You acknowledge and agree that you are not a third party beneficiary to any separate agreements between Nuance and its service providers related to the Software and Service (a "Third Party Agreement"), you have no right to enforce any terms of any Third Party Agreement, and you not owed any duties or obligations under any Third Party Agreement.

13. **CONFIDENTIAL INFORMATION.** Licensee shall not disclose or use Nuance's Confidential Information (as defined below) except as provided in this Agreement. Licensee may disclose Confidential Information to its agents or employees who have a need to know and who are bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if required by law, provided, however, that Licensee shall notify Nuance of such requirement immediately in writing and will reasonably cooperate with Nuance in obtaining a protective or similar order. "Confidential Information" means the Software, Service, and related technology, algorithms, and information contained therein, including related trade secrets. "Confidential Information" does not include information that (i) can be demonstrated by written records was in Licensee's possession prior to disclosure by Nuance; (ii) is or becomes publicly known or readily ascertainable without breach of this Agreement; (iii) is lawfully received by Licensee from a third party without an obligation of confidentiality; (iv) is disclosed by Nuance to a third party without an obligation of confidentiality on the part of the third party; (v) is independently developed by Licensee; or (vi) is disclosed by Licensee with Nuance's prior written consent.

The Service is a hosted service that transmits the end user's Speech Data via the internet. Consequently, the Service is not intended for dictating protected health information (PHI) governed by HIPAA and you agree to not provide PHI while using the Service.

14. **ACCEPTABLE USE TERMS.** Nuance expects that Licensee will use the Service in a legal and authorized manner. Any illegal or unauthorized use of the Services could be harmful to Nuance or its service providers, its licensors, its customers, or the Service itself.

This Section 14 and Subsections 14.1 – 14.5 below describe prohibited uses of the Service. The examples described in this section are not exhaustive. If Licensee violates this section or

authorizes or permits others to do so, Nuance may immediately suspend some or all of the Service or terminate Licensee's use of the Service in accordance with this Agreement.

14.1. OBLIGATION TO REPORT. If Licensee becomes aware of any violation of this section, Licensee agrees to notify Nuance immediately and cooperate in any efforts to stop or remedy the violation. Nuance and/or its service providers may investigate any violation of this section or misuse of the Service, but Nuance and/or its service providers are not obligated to do so. Nuance and/or its service providers may deem it necessary to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties, without necessarily advising Licensee. Such reporting may include disclosing appropriate Licensee information, and network and systems information related to alleged violations of this section or the Agreement. Nuance and/or its service providers may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to alleged violations of this section.

14.2. ACCURATE INFORMATION REQUIRED. Licensee agrees to provide accurate and complete information when Licensee purchases or uses the Service, and Licensee agrees to keep such information accurate and complete during the entire time that Licensee uses the Service.

14.3 NO ILLEGAL, HARMFUL, OR OFFENSIVE USAGE OR CONTENT. Licensee may not use, or encourage, promote, facilitate, or instruct others to use the Service for any use that Nuance and/or its service providers reasonably believes to be illegal, harmful, or offensive, or to transmit, store, or otherwise make available any content that Nuance and/or its service providers reasonably believes to be illegal, harmful, or offensive. These prohibited activities and content include:

- Illegal activities, including disseminating, promoting, or facilitating pornography, or any activity that is likely to be in breach of, or does breach, any applicable laws or regulations including data protection.
- Any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable, or otherwise inappropriate.
- Any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing any such rights.
- Any activities that may be harmful to the Services or to Nuance and/or its service providers' reputation, including engaging in any fraudulent or deceptive practices.

14.4. NO SECURITY VIOLATIONS. Licensee may not use the Service to violate, or attempt to violate, the security or integrity of any network, computer, or communications system, software application, or network or computing device (individually or collectively "System(s)"). These prohibited activities include Licensee taking, or attempting to take, any of the following actions:

- Gaining unauthorized access to the Service or any other accounts or Systems, whether through high-volume, automated, or electronic processes, hacking, password mining, reverse engineering, or any other means.

Probing, vulnerability scanning, or penetration testing of any System, or breaching any security or authentication measures without obtaining prior written approval from Nuance. In particular, social engineering, denial of service, destructive, and password sniffing or cracking tests are not permitted.

Monitoring data or traffic on any System without such permission. (Licensee may, however, monitor data or traffic on resources dedicated to Licensee's exclusive use.)

14.5. NO INTERFERENCE OR DISRUPTION OF SERVICES OR OTHERS' NETWORKS, SYSTEMS, OR INTERNET CONNECTIONS. Licensee may not make network connections to any users, hosts, or networks of the Service unless Licensee has permission to communicate with them. Licensee may not take any action, or attempt any action, that interferes with or disrupts the proper functioning of any System. These prohibited activities include Licensee taking, or attempting to take, any of the following actions:

Engaging in any activity that interferes with or adversely affects other Nuance and/or its service providers customers' use of the Services.

Using any content or technology that may damage, interfere with, intercept, or take unauthorized control of any system, program, or data, including viruses, worms, or time bombs.

Using the Service in any manner that appears to Nuance and/or its service providers to threaten Nuance's and/or its service providers' infrastructure. This includes Licensee's providing inadequate security, allowing unauthorized third party access, or attempting to circumvent Nuance's and/or its service providers' measures for controlling, monitoring, or billing usage.

Uploading or otherwise using viruses, worms, corrupt files, Trojan horses, or other malware, or any other content which may compromise the Service, Nuance's and/or its service providers' operations, or its performance for other Nuance and/or its service providers customers.

Interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means.

Monitoring or crawling a System so that such System is impaired or disrupted.

15. AUSTRALIAN CONSUMER LAW.

(a) NUANCE PRODUCTS 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 THE NUANCE SERVICES PURCHASED ARE NOT OF A KIND ORDINARILY ACQUIRED FOR HOUSEHOLD USE OR CONSUMPTION THEN, SUBJECT TO LAW, NUANCE LIMITS ITS LIABILITY TO:

(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) IF THE AUSTRALIAN CONSUMER LAW APPLIES TO THIS TRANSACTION THEN NUANCE'S AUSTRALIAN CONSUMER LAW POLICY LOCATED AT AUSTRALIA.NUANCE.COM APPLIES.

16. INDEMNITY. Licensee agrees to indemnify, defend and hold Nuance and its service providers harmless from and against any and all claims, liabilities, damages, and losses, including court costs and reasonable attorney fees, concerning (i) actual or alleged acts or omissions of Licensee in connection with receipt or use of the Service, including but not limited to claims that Licensee's acts or omissions infringe any third party's intellectual property rights; or (ii) Licensee's failure to perform or comply with the Agreement.

17. SECURE ACCESS. Licensee agrees to comply with Nuance security protocols and only access the Service via the activation URL and login credentials provided by Nuance. You are solely responsible for maintaining the confidentiality and security of your login credentials and for all activities that occur on or through your Services account. You shall notify Nuance immediately if you become aware of any unauthorized use of your login credentials. You shall not (a) share your login credentials or (b) use the login credentials of others to access the Service.