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DRAGON PROFESSIONAL v16, DRAGON LAW ENFORCEMENT v16,

AND DRAGON LEGAL v16 SOFTWARE

(revised November 2022)

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(C) REPAIR OF THE GOODS; OR
(D) THE COST OF HAVING THE GOODS REPAIRED; AND

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(A) SUPPLYING THE SERVICES AGAIN; OR

(B) PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN,

UNLESS IT IS UNREASONABLE TO DO SO.

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9. Assignment

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

10. Remedies

If Licensee breaches this Agreement, upon written notice from Nuance Licensee shall promptly return the Software to Nuance.

11. Governing Law

11.1 This Agreement shall be governed by the laws of the country indicated below, and the Parties hereby submit to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of this 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 Party ont convenu de rédiger le présent document en langue anglaise.

Country of incorporation of Company	Governing Law	Jurisdiction

United States, Taiwan, South Korea, Japan, Canada or Mexico	Laws of Commonwealth of Massachusetts, U.S.	Federal or state courts of Massachusetts
Colombia	Laws of Colombia	Courts of Colombia
Hong Kong or China	Laws of Hong Kong Special Administrative Region	Courts of Hong Kong Special Administrative Region
India or Singapore	Singaporean law	Courts of Singapore
Australia or New Zealand	Laws of New South Wales	Courts of New South Wales, Australia
Rest of world	Irish law	Dublin, Ireland

11.2 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.

12. 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.

13. 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.

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