

Nuance HOSTED SERVICES SUBSCRIPTION AGREEMENT (Microsoft Azure Marketplace)

for Dragon Medical One (“DMO”), PowerMic Mobile, and/or Dragon Ambient eXperience Copilot (“DAX Copilot”) Hosted Services

Revised October 2023

THIS HOSTED SERVICES SUBSCRIPTION AGREEMENT (THE “**AGREEMENT**”) IS BETWEEN NUANCE COMMUNICATIONS, INC. (“NUANCE”) AND YOU, THE ENTITY OR SOLE PROPRIETOR (“**COMPANY**” OR “**END USER**”) THAT IS PURCHASING SUBSCRIPTION LICENSES TO NUANCE HOSTED SERVICES PURSUANT TO A SUBSCRIPTION PLAN ACTIVATED AT THE MICROSOFT AZURE MARKETPLACE (“**AMP**”) THAT INCORPORATES THIS AGREEMENT BY REFERENCE OR BY ATTACHMENT.

THIS AGREEMENT DEFINES THE TERMS AND CONDITIONS APPLICABLE TO COMPANY’S ACCESS TO AND USE OF THE HOSTED SERVICES, NUANCE SOFTWARE, AND OTHER SERVICES (DEFINED BELOW) THAT ARE IDENTIFIED IN ONE OR MORE ORDERS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACTIVATING A SUBSCRIPTION PLAN FOR THE HOSTED SERVICES OR USING THE HOSTED SERVICES. WHEN COMPANY ACTIVATES A SUBSCRIPTION PLAN AT THE MICROSOFT AZURE MARKETPLACE, THIS AGREEMENT BECOMES A BINDING AND ENFORCEABLE CONTRACT BETWEEN NUANCE AND COMPANY FOR THE DURATION OF THE SUBSCRIPTION TERM DEFINED IN SUCH ORDER. AFTER THE SUBSCRIPTION PLAN IS ACTIVATED IN AMP, COMPANY MAY NOT CANCEL OR TERMINATE ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBSCRIPTION LICENSES DURING THE SUBSCRIPTION TERM, EXCEPT FOR CAUSE AS AUTHORIZED HEREIN.

PLEASE NOTE THIS AGREEMENT GRANTS COMPANY NON-EXCLUSIVE RIGHTS TO USE CERTAIN HOSTED SERVICES AND RELATED SOFTWARE AND SERVICES BUT DOES NOT CONSTITUTE A SALE OR TRANSFER OF ANY SOFTWARE CODE.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE HOSTED SERVICES.

IF COMPANY OR END USER IS ANOTHER ENTITY OR INDIVIDUAL ON WHOSE BEHALF YOU (COMPANY) ARE ACTIVATING A SUBSCRIPTION PLAN, WHETHER AS A RESELLER, CLOUD SERVICE PROVIDER, MANAGED SERVICES PROVIDER, OR OTHER AUTHORIZED THIRD PARTY RELATIONSHIP, THEN BY ACTIVATING THE PLAN IN AZURE MARKETPLACE YOU HEREBY REPRESENT AND WARRANT THAT (I) YOU HAVE DISCLOSED OR SHALL PROMPTLY DISCLOSE THE TERMS AND CONDITIONS OF THIS AGREEMENT TO COMPANY/END USER IN CONNECTION WITH SUCH LICENSING TRANSACTION, AND (II) COMPANY/END USER SHALL AGREE IN WRITING TO BE BOUND BY THE TERMS HEREOF, INCLUDING EXHIBIT A AND EXHIBIT B. IN SUCH CASE, BY SETTING UP AN NMS ACCOUNT (AS DEFINED BELOW) TO UTILIZE THE SERVICES UNDER THIS AGREEMENT OR BY OTHERWISE UTILIZING THE HOSTED SERVICES, END USER SHALL BE BOUND BY THIS AGREEMENT AND THIS AGREEMENT SHALL BECOME A SEPARATELY ENFORCEABLE AGREEMENT DIRECTLY BETWEEN NUANCE AND END USER. THE FOREGOING SENTENCE SHALL NOT LESSEN THE ENFORCEABILITY OF THIS AGREEMENT BETWEEN NUANCE AND COMPANY. ALL OBLIGATIONS OF COMPANY SET FORTH BELOW SHALL ALSO BE UNDERSTOOD TO APPLY TO END USER. COMPANY SHALL BE RESPONSIBLE TO NUANCE UNDER THIS AGREEMENT FOR ANY NONCOMPLIANCE BY END USER WITH RESPECT TO THE TERMS AND CONDITIONS HEREOF. THE FOREGOING SENTENCE SHALL NOT BE INTERPRETED TO LESSEN THE OBLIGATIONS OF END USER DIRECTLY TO NUANCE, UNDER THIS AGREEMENT.

General Terms and Conditions

This Agreement consists of the following terms and conditions (the "**General Terms and Conditions**") and all Exhibits attached to or incorporated by reference in this Agreement. Nuance and Company are each sometimes referred to in this Agreement individually as a "**Party**", and collectively as the "**Parties**." All references to Company herein, shall be understood to include any End User.

For good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Company and Nuance (and Nuance and End User) agree to the following terms and conditions with respect to the Services that Company acquires (whether for itself as End User, or on behalf of an End User) based on one or more Orders.

1. **DEFINITIONS.** The following terms used in this Agreement shall have the meanings set forth below:
 - 1.1. "**Affiliate**" means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another entity if: (i) that other entity has fifty percent (50%) or more of the voting power in such entity, or (ii) is able to direct such entity's affairs and/or to control the composition of its board of directors or equivalent body.
 - 1.2. "**Authorized User**" means an individual who is authorized by Company to be a registered user of one of Company's Subscription Licenses on the terms permitted by this Agreement and who is a Company employee or officer, a partner in Company's business if legally organized as a partnership, or an independent contractor who provides services to Company. If Company is a sole proprietor, Company is also the Authorized User.
 - 1.3. "**Company**" means the entity or sole proprietor that is purchasing subscription licenses to Nuance Hosted Services pursuant to a Subscription Plan activated at the Microsoft Azure Marketplace.
 - 1.4. "**Data**" means the speech data, audio files and/or text data input via the Hosted Services and Nuance Software and all data elements output via the Hosted Services and Nuance Software (including voice-to-text conversions, structured data in .xml or other format), associated transcripts, whether in draft or final form, any information received from Company pursuant to any Order under this Agreement. Data may include protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - 1.5. "**Documentation**" means the administrative guide and user's guide provided by Nuance to Company to facilitate the use of the Nuance Software and Hosted Services.
 - 1.6. "**End User**" means an entity, sole proprietorship or individual that utilizes the Services under this Agreement. End User and Company may be one and the same, or, in the event that Company is activating a subscription plan at the Azure Marketplace on behalf of an End User, Company and End User may be different.
 - 1.7. "**Hosted Services**" means the Nuance hosted services as identified in an Order, to which Nuance provides access via the internet as a cloud-based software-as-a-service (SaaS) offering hosted by or on behalf of Nuance at one or more secure data centers, the location of which may be changed at Nuance's discretion.
 - 1.8. "**NMS**" and "**NMS Account**" mean, respectively, the hosted version of Nuance's proprietary Nuance Management Server software as described in Section 3.7 ("NMS"), and the associated Subscription License management account.
 - 1.9. "**Nuance Software**" means the binary object code version of any Nuance proprietary thin client software or Web application that Nuance provides to Company and its Authorized Users that provides functionality on a supported device (as identified in the Documentation) for accessing and utilizing a Hosted Service. "Nuance Software" includes all corrections, modifications, enhancements, updates and upgrades to the Nuance Software, if any, that Nuance may provide to Company under this Agreement, and all related Documentation.
 - 1.10. "**Order**" means a Subscription Plan for Nuance Hosted Services that is activated in Microsoft Azure Marketplace, pursuant to which Company commits to purchasing the Subscription Licenses and other Services identified therein, subject to the terms of this Agreement which are hereby incorporated by reference into such Subscription Plan.
 - 1.11. "**Services**" means, collectively, the Hosted Services and/or Training Services that Company acquires pursuant to an Order.

- 1.12. "**Subscription License**" means the per-user license that Nuance grants to Company in this Agreement for each Subscription License identified in an Order. Each Subscription License allows Company to permit a single Authorized User to access and use the Hosted Services and the Nuance Software associated therewith, during the Subscription Term pursuant to the terms of this Agreement and the applicable Order.
- 1.13. "**Subscription Plan**" means the applicable offer which Company activates via the Microsoft Azure Marketplace.
- 1.14. "**Subscription Start Date**" means the first day of the Subscription Term, which for each Subscription License shall be the date that Company receives the welcome letter and access codes necessary to use the Hosted Service.
- 1.15. "**Subscription Term**" means the duration of each Subscription License which defines the period during which Company is authorized to use the Hosted Service covered by the Subscription License and the period during which Company is committed to paying for such Hosted Service. The Subscription Term will be 12 months beginning on the Subscription Start Date unless a different Subscription Term is indicated in the Subscription Plan. The Subscription Term may also be identified in the Subscription Plan as the Service Term, Order Term or by a similar term indicating the duration of the Subscription License(s).
- 1.16. "**Term**" means the duration of this Agreement as defined in Section 6.1 hereof.
- 1.17. "**Territory**" means the United States of America.
- 1.18. "**Training Services**" means any training services that Nuance is contracted to deliver via an Order.

2. PROVISION OF SERVICES.

2.1. **Scope of Agreement.** For each applicable Order placed by Company for the Hosted Services, this Agreement consists of such Order, these General Terms and Conditions and the exhibits and attachments hereto and/or referenced herein, as well as the applicable Subscription Plan.

2.2 **Hosted Services.** Nuance will provide Company with access to and use of the Hosted Services identified in an Order during the Subscription Term of each Subscription License, subject to the terms of this Agreement, including for DAX Copilot, the additional Product-Specific Terms contained in Exhibit B hereto. Nuance will host, operate and maintain the equipment and software comprising the Hosted Services.

2.3. **Hosted Services Support.** During the Order Term, Nuance will provide Company with maintenance and support services for the Hosted Services as described in this Section 2.3.

2.3.1. *Error Correction.* Nuance shall make commercially reasonable efforts to repair any errors which are reported either in writing or verbally and are reproducible. An error is defined as any operation of the Hosted Services that is different than described in the Documentation. An error also includes a "bug" or "crash" in which the Hosted Services or portions of the Hosted Services cease to function.

2.3.2. *Company Contact; Question and Answer Support.* Company must identify an administrative contact, a technical contact and an executive contact. These individuals must communicate to Nuance about the services rendered hereunder and then will be responsible for communicating, as needed, with Company staff. Nuance will provide question and answer support only to the administrative contact, the technical contact, and the executive contact or their designee. Nuance is not responsible for providing support services directly to Authorized Users. Nuance does not designate a specific limit on the Question/Answer support that it provides, but rather assumes that the existing staff will be adequately trained. However, if over a period of two consecutive weeks, a Company contact persistently calls Nuance for question/ answer support, and such Company contact has not attended the appropriate Nuance training classes, then Company agrees to either send the contact(s) to Nuance University classes at Nuance's then-standard rates, or, alternatively, meet with Nuance to review the situation. For the purposes of this Section, the term "persistently" shall mean multiple telephone calls with questions every day.

2.3.3. *Service Hours.* Nuance shall provide product support from 8:30 am to 5:00 pm, Monday through Friday in Company time zones (excluding Nuance Holidays), including seven days a week, 24-hour per day support for Emergency Events. An "Emergency Event" is defined as a problem that (a) prevents Authorized Users from dictating reports; (b) prevents Authorized Users from accessing the Hosted Services; (c) prevents multiple transcriptionists from transcribing or editing documents; (d) prevents the printing of documents or

(e) prevents interface transactions (*i.e.*, the transmission from or receipt of data by Company's computer systems).

2.3.4. *Third Party Supplied Software Interoperability.* Software residing on Company's work stations is not covered by this Agreement. Upgrades and new releases of all such third-party software are not provided or maintained by Nuance and must be obtained separately by Company. It is possible that programs provided by other vendors (*e.g.*, an email program) may conflict with the Hosted Services. In the event that such a conflict arises, Nuance will make commercially reasonable efforts to resolve it.

2.3.5. *Version Support.* Nuance will provide the foregoing Support for supported versions of the Nuance Software as identified in the Documentation.

2.4. **Infrastructure and Services.** Company is responsible for providing and/or modifying at its own expense all computer hardware, software, communications equipment, telecommunications services, internet connectivity, firewall functionality and related infrastructure that are necessary for Authorized Users to access and use the Hosted Services (collectively, the "**Systems**") as recommended in the Documentation. Company will provide Systems access and information to Nuance to the extent reasonably required by any of them in order to provide Services to Company. Company agrees to provide a reasonably skilled individual who shall serve as the Company's contact person in connection with the provision of services to Company, and shall maintain a knowledgeable employee or contractor who will assist with any issues that may arise during routine operation of the Hosted Services during the Subscription Term. Company acknowledges its responsibility to adequately test use of the Nuance Software and Hosted Services in a configuration that reasonably simulates Company's planned production environment before initial production use and before continued use following any change to such environment.

2.5. **Subcontracted Services.** Nuance reserves the right to deliver Training Services and/or Implementation Services (defined in Section 5.8 below) directly or via third party subcontractors.

2.6 **Data Back-up.** Company acknowledges that the Hosted Services do not serve as a repository for Company's Data, and it is Company's responsibility to store and regularly back-up its Data.

3. GRANT OF RIGHTS.

3.1. **Subscription License Grant.** Subject to the terms and conditions of this Agreement, Nuance grants to Company, and Company accepts the following licenses.

3.1.1. Licenses. For each Subscription License to a particular Hosted Service that Company purchases, as indicated in the applicable Order, Nuance hereby grants Company, and Company accepts, a revocable, non-exclusive, non-transferable, limited right to allow a single Authorized User of Company to:

(a) remotely, via the Internet, access and use that Hosted Service during the Subscription Term solely from within the Territory; provided such access and use is: (i) in a manner commensurate with the intended use of the Hosted Services (as prescribed by this Agreement, and the Documentation), and (ii) solely for Company's internal business purposes;

(b) use the Nuance Software during the Subscription Term solely within the Territory for the sole and limited purpose of accessing and using that Hosted Services in connection with the rights granted in subsection 3.1.1(a) and to download and copy the Nuance Software to as many devices as reasonably necessary to exercise the right granted in subsection 3.1.1(a), provided that all such use and copying is in a manner commensurate with the intended use of the Nuance Software as prescribed by this Agreement and the Documentation.

3.1.2. Restrictions. Company shall not allow any Authorized User to access and use the Hosted Services or the Nuance Software for the Authorized User's own personal use or the benefit of any third party. Company and its Authorized Users shall not (i) allow anyone other than the Authorized Users to access or use the Hosted Services or the Nuance Software, or any components thereof, or (ii) interfere with or disrupt the integrity or performance of the Hosted Services.

3.2. **Proprietary Rights.** All rights not expressly granted to Company under this Agreement are reserved by Nuance and/or its licensors. Notwithstanding any use of the term "sale," "purchase" or other similar terms in this Agreement, Nuance and its licensors retain all right, title and interest in and to the Hosted Services and Nuance Software, and any derivative works thereof, including, but not limited to, all patent, copyright, trade

secret, and trademark rights and other intellectual property rights associated with the Hosted Services and Nuance Software. In no event shall anything in this Agreement or in Nuance's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed.

- 3.3. **Restrictions.** Without limiting the generality of Section 3.2, Company will not itself, directly or indirectly, and will not permit Authorized Users, employees, contractors, or any third party to do any of the following: (i) access the Hosted Services with software or means other than as described in this Agreement, submit any automated or recorded requests to the Hosted Services except as otherwise provided in this Agreement, or interfere with or disrupt the integrity or performance of the Hosted Services; (ii) subject any Hosted Service or its infrastructure to security testing including penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing without the written approval of Nuance; (iii) modify, port, translate, or create derivative works of the Hosted Services, Nuance Software or Documentation; (iv) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Hosted Services or Nuance Software by any means (except to the extent permitted by mandatory laws); (v) sell, lease, license, sublicense, copy, assign, transfer, share, market, or distribute the Hosted Services, Nuance Software or Documentation, except as expressly permitted in this Agreement; (vi) grant any access to, or use of, the Nuance Software or Hosted Services through a service bureau, timesharing or application service provider basis; (vii) remove any proprietary notices, labels or marks from the Hosted Services, Nuance Software, or Documentation; (viii) release to a third party the results of any benchmark testing of the Hosted Services or Nuance Software; or (ix) defeat or circumvent any controls or limitations contained in or associated with the use of the Hosted Services or Nuance Software.
- 3.4. **Compliance by Authorized Users.** Company is responsible for each Authorized User's compliance with the terms of this Agreement and guarantees each Authorized User's full and faithful compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of this Agreement. Except to the extent of Nuance's liability under Section 11.1, Company will, at its expense, defend any and all claims, actions, suits, or proceedings made or brought against Nuance by any Authorized User with respect to this Agreement (each, a "User Claim"), and pay any losses, claims, costs, expenses, damages, or liabilities (including reasonable attorneys' fees) incurred by Nuance arising from a User Claim. Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized possession or use of any Software or Hosted Services supplied under this Agreement.
- 3.5. **Notice of Unauthorized Use.** Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized possession or use of any Software or Hosted Services supplied under this Agreement.
- 3.6. **Updates and Upgrades.** From time to time, Nuance may provide Company and its Authorized Users with updated or upgraded versions of the Nuance Software. Company is required to implement and deploy such updates and upgrades to Authorized Users within 12 (twelve) months from Nuance's release date unless otherwise authorized by Nuance in writing. Following Nuance's general release of an upgrade that constitutes a new version of the Nuance Software (defined as an upgrade increment of 0.1 or higher), Nuance will continue to support the immediately preceding version of the Nuance Software for 12 (twelve) months from the date of Nuance's general release of the new version and at any point in time will support any other version released within the preceding 12 months. Upon installation of a Nuance Software update or upgrade, Company shall discontinue use of the previous version of such Nuance Software and Company will be licensed to use only the updated or upgraded version of the Nuance Software. From time to time, Nuance may enhance and modify the Hosted Services provided such changes do not significantly reduce their functionality.
- 3.7. **NMS Account Management.** Company's use and administration of the Subscription Licenses and the creation of user profiles for its Authorized Users is managed by Nuance's proprietary Nuance Management Server software ("NMS") which is hosted by Nuance. NMS constitutes part of the Hosted Services. Company will provide reasonable cooperation and assistance to Nuance in connection with administration of Company's NMS Account. If Company has a pre-existing on-premise server installation of NMS, Company agrees to stop using the on-premise version and to transition to use of Hosted NMS instead (at no additional cost).

4. MEDICAL CARE RESPONSIBILITY. COMPANY ACKNOWLEDGES THAT SOFTWARE AND SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT FROM NUANCE'S SUBCONTRACTORS OR OTHER THIRD-PARTY PROVIDERS) ARE NOT ERROR FREE. FURTHERMORE, SPEECH RECOGNITION, NATURAL LANGUAGE PROCESSING, AND MEDICAL FACT EXTRACTION ARE STATISTICAL PROCESSES THAT ARE INHERENTLY INACCURATE, AND ERRORS OCCUR IN THE CONTENT, OUTPUT AND RESULTS OF SUCH PROCESSES THAT NUANCE IS NOT RESPONSIBLE FOR. COMPANY AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY AND EACH AUTHORIZED USER TO IDENTIFY AND CORRECT ANY SUCH ERRORS AND INACCURACIES BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF ANY SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, FOR ANY MEDICAL-PRACTICE-RELATED PURPOSES. COMPANY AGREES THAT NUANCE IS NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COMPANY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL SUCH MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. NUANCE ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

5. ORDERS, PAYMENT AND DELIVERY.

- 5.1 Company acquires rights to use a Hosted Service by purchasing Subscription Licenses via the activation of one or more Subscription Plans in Microsoft's Azure Marketplace Portal ("AMP"). A separate Subscription License is required for each Authorized User for each different Hosted Service. Subscription Licenses on different Orders will have different Subscription Terms as identified in each Order.
- 5.2 **Invoices and Payments.** Eligibility to transact invoicing and payment for each Order through AMP is solely at the discretion of Microsoft, and Company is responsible for continuing to maintain eligibility according to the terms in place between Company and Microsoft. All fees for the Hosted Services and Training Services are non-refundable and non-cancelable. If at any time for any reason this Order is no longer processed through AMP (including without limitation whether through expiration/termination of the relevant AMP offer, Company no longer doing business with Microsoft, or any other reason), then Nuance will invoice Company directly for the duration of the applicable Subscription Term. Such invoices may include additional amounts for sales and use or other taxes (Microsoft may have previously collected taxes directly from Company as part of AMP), and shall be due and payable by Company on net 30 day payment terms without Company needing to issue a purchase order to Nuance.
- 5.3 **Taxes.** As between Nuance and Company, Company is exclusively responsible for ensuring that Company and/or Microsoft collect and remit any and all applicable taxes, including but not limited to sales and use taxes.
- 5.4 **Microsoft's AMP Terms.** Company's use of AMP is governed by standard Azure Marketplace terms and conditions, including but not necessarily limited to those set forth here: <https://azure.microsoft.com/en-us/support/legal/marketplace-terms/> or alternative terms negotiated by and between Company and Microsoft (collectively, "Microsoft Agreement"). In addition, Company may be required to provide further information into the AMP system as required by Microsoft, and Company agrees to cooperate with any such requirements. Nuance is not a party to the Microsoft Agreement and shall bear no liability thereunder.
- 5.5 **Scope of Microsoft's Obligations.** Microsoft is not a party to this Agreement between Nuance and Company. Company agrees that Microsoft shall have no warranty or other obligations or liability to Company under this Agreement. In particular and without limiting the foregoing, Microsoft shall have no obligation whatsoever to support the Hosted Services or Software provided under this Order. For each Order, invoicing and payment provisions of the Microsoft Agreement shall govern and control in place of any payment terms that would otherwise apply between Company and Nuance.
- 5.6 **Purchase Order or Other Terms.** Neither Party shall be subject to provisions of any pre-printed terms such as those on or attached to purchase orders generated by Company (if any), or any Company policies, regulations, rules, or the like, including those set forth in any Company-sponsored registration system, regardless if they require affirmative acknowledgement from a Nuance representative.
- 5.7 **Audit.** Company shall keep full, true and accurate records and accounts to support its use of the Hosted Services, as applicable, under this Agreement. Nuance, or a third party appointed by Nuance, will have the right,

not more than once a year and upon reasonable notice, to conduct an audit of Company's systems and records to confirm compliance with the terms of this Agreement. Any audit will be performed during Company's normal business hours. If an audit reveals that Company's Hosted Services usage exceeds the usage authorized by this Agreement, Company shall pay Nuance for all such excess usage, based on Nuance's standard pricing in effect at the time of the audit. If such excess usage exceeds five percent (5%) of the authorized usage, Company shall also pay Nuance's reasonable costs incurred in conducting the audit. Nothing in this Section 5.7 will limit any other remedy available to Nuance.

5.8 Complex Implementations. If, after Company activates a Subscription Plan, it is determined through a discovery call that Company's environment will require more complex services such as configuration and implementation ("Implementation Services"), in order to make the Hosted Services accessible, Nuance shall provide a quote ("Quote") based on its hourly rate for such Implementation Services. Company shall promptly notify Nuance of its acceptance or rejection of the Quote, as the completion of any quoted Implementation Services will be necessary in order to access Hosted Services. In the event that Company accepts the quote, Nuance and Company shall coordinate scheduling, delivery, and payment for the Implementation Services outside of the Marketplace, and the Subscription Plan will proceed, commencing upon completion of the Implementation Services. In the event that the quote is rejected by Company, then the Subscription Plan and Order shall be immediately terminated without further action or obligation by the parties.

5.9 Electronic Delivery. Company agrees to accept electronic delivery of the Nuance Software from Nuance; Training Services shall also be delivered remotely via the Internet.

6. TERM; TERMINATION.

6.1. Term. This Agreement commences on the date Nuance confirms that an Order has been activated in AMP by Company or on Company's behalf and issues a welcome letter to Company, and will continue in effect until the expiration of all Orders, as indicated in each Subscription Plan ("**Subscription Term**"). Expiration or termination of a Subscription Term will terminate all Subscription Licenses that Company acquired under that Order.

6.2. Subscription Term and Renewal. The initial Subscription Term for a Hosted Service Subscription License shall be twelve (12) months unless otherwise stated in the applicable Order. Unless Company specifically chooses no automatic renewals, the Subscription Term will automatically renew for successive one-year periods at the contracted prices applicable under Company's Order immediately before renewal unless Company takes action to cancel such Order in AMP prior to the expiration of the then-current Subscription Term or annual renewal/extension thereof. If Company specifically chooses no automatic renewals, then the Subscription Term shall cease at the conclusion of the initial 12-month Term, and Company and its Authorized Users are subject to the procedures set forth in Section 6.5 (Effect of Termination); in such event to continue accessing and using the Hosted Services after expiration of the initial Term, Company would be required to place a new Order for the Hosted Services.

6.3. Suspension of Hosted Services. Nuance may suspend Company's access to and use of applicable Hosted Services immediately if Nuance reasonably determines that (a) that Company or its Authorized Users have violated their confidentiality obligations, their license grant, or the intellectual property rights provisions and use restrictions in this Agreement; (b) Company fails to pay all past due amounts within 15 (fifteen) days of written demand and Company continues to owe Microsoft or Nuance undisputed amounts that are more than thirty (30) days past due; (c) Company, its employees, Authorized Users or vendors are causing disruptions to the Hosted Services Infrastructure or the delivery of the Hosted Services; (d) unlawful activities are occurring and such actions may result in liability on the part of Nuance; or (e) Nuance is prevented from providing the Hosted Services by any governmental order, direction of any government agency, or order of a court of competent jurisdiction. Nuance will use reasonable commercial efforts to promptly notify Company of such suspension promptly and will cooperate with Company to resolve the issue.

6.4. Termination for Cause. Either Party may terminate this Agreement, effective immediately upon delivery of written notice (or effective as of any later date identified in the termination notice), if the other Party commits a material breach of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party. Without limiting the foregoing, failure of Company to pay when due any sum owed to Microsoft or Nuance is a material breach of this Agreement. Notwithstanding the foregoing, Nuance may terminate this Agreement immediately upon delivery of written notice to Company if (a) Company or any of Company's Authorized Users infringes Nuance's intellectual

property rights, breaches the intellectual property rights and use restrictions provisions of this Agreement or commits, or permits any third party to commit, any breach of confidentiality obligations under Section 7 [Confidentiality]; or (b) if Company has a receiver appointed to handle its assets or affairs, admits that it is insolvent, files for bankruptcy, or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course.

6.5. **Effect of Termination.** Upon termination or expiration of this Agreement, all Subscription Licenses and/or other Services obtained by Company under any Order shall immediately terminate and Company and its Authorized Users shall immediately (a) cease use of the Hosted Services and applicable Nuance Software; (b) within ten days of the expiration or termination, return to Nuance or destroy all copies of the Nuance Software and certify in writing to Nuance that no copies have been retained; and (c) pay any outstanding amounts due under the Orders. The expiration or termination of this Agreement, the Order, or any Subscription License shall not affect Company's payment obligations under the Orders.

6.6. **Survival.** Notwithstanding anything to the contrary in this Section 6, the provisions of Sections 1, 4, 5, 6.4 through-6.6, inclusive, 7, 8, 9, 10, 11 and 13 of these General Terms and Conditions shall survive expiration or termination of this Agreement.

7. CONFIDENTIALITY.

7.1. **Definition.** Subject to the exceptions contained in this Section 7.1, "**Confidential Information**" shall mean (a) all information disclosed by a Party or its Affiliates (the "**Disclosing Party**"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "**Receiving Party**") that is clearly marked "confidential" or with some other proprietary notice, (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure, (c) the Nuance Software, Documentation, and information provided as part of any Services, and (d) Nuance pricing, Orders, Statements of Work, and proprietary nonpublic information relating to Nuance's products and business plans. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it: (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party; or (v) is protected health information or any other personally identifiable information, the protection of which is governed by the Business Associate Addendum identified in Section 8. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

7.2. **Use and Obligations.** The Receiving Party will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations under this Agreement and for other purposes authorized in this Agreement (the "Authorized Purposes"). The Receiving Party shall protect the Disclosing Party's Confidential Information from unauthorized use, disclosure or publication by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information of a like nature. A Receiving Party may disclose Confidential Information to its employees, agents and contractors, and to those of its Affiliates (the "Authorized Recipients"), only to the extent necessary for the Authorized Purposes. A Receiving Party shall be liable for any act or omission by its Authorized Recipients, which if performed or omitted by the Receiving Party, would be a breach of this Agreement. Each Party agrees that its Authorized Recipients shall be bound by the terms of an agreement that protects the Disclosing Party against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

7.3. **Permitted Disclosure.** Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

- 7.4. **Return of Confidential Information.** Upon the written request of the Disclosing Party or upon the expiration or termination of this Agreement, whichever comes first The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form and all electronic copies that can be feasibly destroyed. Any copies that cannot be feasibly destroyed shall be safeguarded against unauthorized access until destruction is feasible. In either case, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section 7.4. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information for legal purposes in electronic format in accordance with its corporate security and/or disaster recovery procedures.
8. **PRIVACY; HIPAA.** The Parties will comply with all data privacy laws applicable to their use and disclosure of personal information (as defined by applicable law) and will implement and maintain appropriate administrative, technical and organizational measures to protect any personal information from any breach (as defined by applicable law). The Parties agree that the Business Associate Addendum between Company and Nuance (or between Nuance and End User, if Company and End User are different) set forth in Exhibit A (the "BAA") shall apply to any and all PHI that is transmitted to or by Nuance or maintained by Nuance under this Agreement. Company may not provide Nuance with any PHI or other information containing personal data of third parties without fully complying with all applicable laws, including but not limited to, professional secrecy obligations and data privacy and protection laws.
9. **DATA.** Company authorizes Nuance to use the Data in accordance with this Section 9 or as otherwise set forth in this Agreement, and is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Nuance to do so. Data that consists of PHI, if any, is also subject to the BAA set forth in Exhibit A. Nuance may use, compile, annotate and otherwise analyze the Data (including creating statistical and other models), to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. Nuance will own all intellectual property rights in the software and services it develops, improves, and enhances using the Data. Nuance may de-identify the Data in accordance with 45 C.F.R. §164.514. Nuance will keep all Data confidential and will only provide access to Data to Nuance employees and contractors working for Nuance under Nuance's direction pursuant to confidentiality agreements. Notwithstanding the foregoing, Nuance may disclose Data to the minimum extent necessary to meet legal or regulatory requirements, such as a court order or government agency request. Nuance will not use the names of individuals and companies to contact anyone for any reason. Notwithstanding anything in this Agreement to the contrary, for Data which has been de-identified as provided above, Nuance will be permitted to retain, use and disclose such de-identified data during and after termination of this Agreement, subject to the provisions of, and solely for the purposes permitted in, both this Section 9 and the BAA.

10. LIMITED WARRANTIES.

Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 10 [LIMITED WARRANTIES] ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES APPLICABLE TO THE SERVICES. THE NUANCE SOFTWARE AND HOSTED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, NUANCE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NUANCE DOES NOT GUARANTEE THAT THE NUANCE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT.

11. Limitation of Liability.

- 11.1. **Application.** Nothing in this Agreement shall be taken to exclude or limit Nuance's liability for fraud or fraudulent misrepresentation; for intentional or criminal misconduct; for death, personal injury or tangible property damage caused by its negligence in providing Training Services or Implementation Services at Company locations; or to the extent that such exclusion or limitation is not otherwise permitted by law.

11.2. Limitation of Liability. EXCEPT FOR NUANCE'S LIABILITY FOR BREACH OF THE BAA (WHICH IS ADDRESSED IN THE BAA), NUANCE'S TOTAL AGGREGATE LIABILITY, AND THAT OF ITS RESPECTIVE AFFILIATES, MEMBERS, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS AND EMPLOYEES, TO COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS, CONTRACTORS AND EMPLOYEES, FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) WILL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID THROUGH AMP FOR THE HOSTED SERVICES AND OTHER SERVICES DELIVERED BY NUANCE UNDER THIS AGREEMENT DURING THE ONE YEAR PRECEDING SUCH CLAIM. NUANCE'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL COMPANY'S PAYMENTS DURING SUCH ONE-YEAR PERIOD BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

11.3. No Consequential Damages. IN NO EVENT SHALL NUANCE OR ITS MEMBERS, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS AND EMPLOYEES, BE LIABLE TO COMPANY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS, CONTRACTORS AND EMPLOYEES, FOR LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF OR LOSS OF USE OF SOFTWARE, SERVICES OR DATA, LOSS OF CUSTOMERS, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4. Third Party Suppliers. Under no circumstances shall Nuance's third party suppliers of any component of the Nuance Software, Hosted Services or Nuance Equipment be responsible or liable to Company or its affiliates for any damages, direct or otherwise, arising under this Agreement or otherwise arising from the transactions contemplated herein. Such third party suppliers are third party beneficiaries of this Section 11.4.

11.5. Essential Basis. The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different. The disclaimers, exclusions, and limitations of liability set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. INDEMNIFICATION.

12.1. Nuance shall, at its own expense, defend or, at its option, settle, any claim or action brought against Company by a third party during the Term to the extent it is based on a claim that the Nuance Software and/or Hosted Services directly infringes any U.S. patent, copyright or trademark of such third party, or misappropriates a trade secret of such third party protected by the laws of a U.S. jurisdiction. Nuance will indemnify Company against any losses, damages, and expenses that are attributable to such claim or action and are assessed against Company in a final judgment. Nuance shall have the foregoing obligations only if Company provides Nuance with: (a) a prompt written request to undertake the defense in such claim or action; (b) sole control and authority over the defense and settlement thereof; and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such claim or action. Nuance shall not be responsible for any attorneys' fees or other expenses or costs that Company incurs before receipt of Company's request for indemnification or defense.

12.2. Limited Remedies. If the Nuance Software and/or Hosted Services becomes, or in the opinion of Nuance, is likely to become, the subject of an infringement claim or action, Nuance may, at its option and in its sole discretion, discharge its obligations under this Section 12 (Indemnification) by: (a) procuring, at no cost to Company, the right to continue using the Nuance Software and/or Hosted Services; (b) replacing or modifying the Nuance Software and/or Hosted Services to render it non-infringing, provided there is no material loss of functionality; or (c) if, in Nuance's reasonable opinion, neither (a) nor (b) above are commercially feasible, terminating Company's rights to use such Nuance Software and/or Hosted Services by written notice and refunding Company any unused fees Company may have prepaid (including to Microsoft) for the infringing Hosted Services for the terminated portion of the Subscription Term.

12.3. **Exclusions.** Nuance will have no obligation or liability under this Section 12 (Indemnification) for any claim or action regarding any claim resulting from any of the following: (i) modifications to the Nuance Software and/or Hosted Services by a party other than Nuance; (ii) the combination or use of the Nuance Software and/or Hosted Services with other products, processes, or materials if the Nuance Software and/or Hosted Services itself would not infringe; (iii) where Company continues allegedly infringing activities after being provided with modifications from Nuance that would have avoided the alleged infringement; (iv) any development, modification, or customization of the Nuance Software and/or Hosted Services by Nuance based on specifications or requirements supplied by Company; (v) components of software programs that are not Nuance Software and were not provided by Nuance; or (vi) Company's use of the Nuance Software and/or Hosted Services in a manner that is not in compliance with the terms of this Agreement.

12.4. **Exclusive Obligation.** This Section 12 (Indemnification) states the sole obligation and exclusive liability of Nuance (express, implied, statutory or otherwise), and the sole remedy of Company, for any third-party claims or actions alleging infringement of any intellectual property rights or other proprietary rights.

13. **Miscellaneous.**

13.1. **Assignment.** Company shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by Nuance. Notwithstanding the foregoing, Company may assign or transfer its rights hereunder in their entirety pursuant to: a merger, sale of substantially all of its assets, or consolidation with a third party; provided (a) Company provides Nuance with prompt written notice of such sale, merger or consolidation, (b) the assignee/transferee agrees to be bound by all terms and conditions set forth by this Agreement and in each Order issued in connection with this Agreement, and (c) the number of Authorized Users remains the same after the assignment or transfer unless Company's successor purchases additional Subscription Licenses. Except as authorized by this Section, any purported transfer or assignment of this Agreement by Company shall be void and without effect. Nuance shall be free to assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to a third party who agrees in writing to assume and perform Nuance's obligations hereunder, provided that Nuance provides Company with prompt written notice of the assignment.

13.2. **Force Majeure.** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

13.3. **Notices.** All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing), to the attention of the General Counsel. Notices shall be deemed delivered on the date of personal delivery or on the date of delivery confirmed by the records of the carrier or courier, or if there is no delivery confirmation available from the courier, then five days after posting when sent by certified United States mail (return receipt requested), or one day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

13.4. **Relationship Between the Parties.** In all matters relating to this Agreement, Company and Nuance shall act as independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, unless such authority is granted by this Agreement. Nuance shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, and/or cause to be performed all work that is necessary for delivery of the Hosted Services.

13.5. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods which shall not apply. The Parties agree to the jurisdiction of the state and federal courts in Massachusetts and the applicable service of process in that jurisdiction. The official text of the Agreement and any notices required hereby shall be in English.

13.6. **Injunctive Relief.** Each Party recognizes and acknowledges that any use or disclosure of Confidential Information by the receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the disclosing Party for which remedies other than injunctive relief may be inadequate, and the receiving Party agrees that in any request by the disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving Party will not maintain

that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

13.7. **Partial Invalidity; Waiver.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Parties shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

13.8. **Publicity.** The Parties may mutually agree upon a press release announcing this Agreement to be issued at a mutually agreed upon time. Either Party may refer to statements made in such press release in future marketing materials and advertisements. Nuance may include Company's name in Nuance's customer list, and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent, except that either Party may refer to the existence of this Agreement or the relationship of the Parties in connection with a press release related to regulatory filings.

13.9. **Order of Precedence.** In the event of conflicting terms in the following documents, as between Nuance and Company the order of precedence shall be as follows: (i) Business Associate Addendum, (ii) General Terms and Conditions, (iii) each Order, and (iv) each Subscription Plan.

13.10. **Third Party Beneficiaries.** Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement. Company acknowledges and agrees that Nuance is a third party beneficiary of the subscription Orders placed with Microsoft Azure Marketplace and has the right to directly enforce Company's payment obligations under such Orders.

13.11. **Export Controls.** Company will not directly or indirectly export or re-export any technical information or software that is subject to or acquired in connection with this Agreement.

13.12. **Anti-Corruption Laws.** By signing this Agreement, Company confirms it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA") and has not violated that law in connection with the transactions associated with this Agreement. Company shall comply with all applicable laws or regulations in all countries in which Company conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws.

13.13. **HHS Audit Right.** Until the expiration of four (4) years after the furnishing of Services under this Agreement, Nuance shall make available, upon written request of the Secretary of the Department of Health and Human Services ("**Secretary**"), or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Nuance that are necessary to certify the nature and extent of the costs for which Company seeks reimbursement. Nuance further agrees that if Nuance carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing services pursuant to such subcontract, the related organization shall make available to the Secretary or the Comptroller General, as the case may be, or any of their duly authorized representatives, the subcontract, and such books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

13.14. **Child Data.** Company hereby represents and warrants that:

13.14.1. Company's website, services, and products comply with or are not subject to the Children's Online Privacy Protection Act of 1998 ("COPPA") and comply with all other applicable data protection laws ("Data

Protection Laws”) that protect Personal Information (as such term is defined by applicable law) which is collected from children under the age of 16 (“Child Data”).

13.14.2. Company shall not use any Nuance Hosted Service in connection with an online site, service, or product that targets children under the age of 16 as its primary audience (“Primarily Child-Directed”). The determination of whether an online site, service, or product is Primarily Child-Directed is based on empirical evidence regarding audience composition, evidence regarding the intended audience, such as subject matter, visual content, use of animated characters or child-oriented activities and incentives, music or other audio content, age of models, presence of child celebrities or celebrities who appeal to children, language or other characteristics of the website or online service, as well as whether advertisements promotions, or appearances on the website or online service are directed to children.

13.14.3. Company shall not send to Nuance (in connection with maintenance, support and tools regarding the licensed Nuance Hosted Service, or otherwise) any Child Data.

13.14.4. If Company uses any Nuance Hosted Service in connection with mixed audience or general audience online sites, services, or products which may be accessed by children under the age of 16, but are not Primarily Child-Directed, Company shall maintain a verifiable parental consent mechanism, and issue direct notice and web notice, as required by Data Protection Laws, which adequately discloses and sufficiently covers the transfer of Child Data to Nuance and Nuance's collection and processing of such Child Data consistent with this Agreement and the Data Protection Laws.

The Parties further agree that Nuance is not an “operator” as that term is defined in COPPA. As between Company and Nuance, Company is solely responsible for any liability arising from Company’s noncompliance with its responsibilities and obligations under the Data Protection Laws and/or violation of the representations and warranties contained in this Section 13.14 (Child Data).

13.15. **CCPA Compliance.** Nuance and Company shall each comply with all applicable provisions of the California Consumer Privacy Act (“CCPA”). Each party shall, upon the other’s reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise ensure the parties’ compliance. For the purposes of this Section 13.15, the terms “Personal Information”, “Consumer”, “Processing”, “Service Provider”, “Business Purpose”, “Commercial Purpose”, “Sell” and “Third Party” shall have the meaning given to those terms in the CCPA. To the extent that Nuance receives from Company any Personal Information of any Consumer for Processing on behalf of Company pursuant to this Agreement: (a) Nuance shall be a Service Provider to Company under the CCPA; (b) Nuance shall not retain, use or disclose the Personal Information for any purpose other than for the specific purpose of performing services under this Agreement or as otherwise permitted by the CCPA, including for any Business Purpose; (c) Nuance shall not retain, use or disclose the Personal Information for a Commercial Purpose other than providing the services under this Agreement, and (d) Nuance shall not Sell the Personal Information. If Nuance authorizes any subcontractor, service provider or third party to use, store or process Personal Information of Company, Nuance shall enter into contractual provisions so that such subcontractor, service provider or third party is a Service Provider and not a Third Party under CCPA.

13.16. **Entire Agreement; Headings; Counterparts.** This Agreement and the exhibits and other attachments to this Agreement that are incorporated by reference herein, including but not limited to the BAA, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each Party that purports to amend or modify this Agreement. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

Exhibit A

(to Nuance Hosted Services Subscription Agreement)

HIPAA Business Associate Addendum

WHEREAS, Nuance Communications, Inc. ("Business Associate" or "Nuance") may perform certain services on behalf of or for Company pursuant to this Nuance Subscription Agreement for Hosted Services (the "Agreement") that require Nuance to access, create and use health information that is subject to the federal privacy regulations (the "Privacy Rule") and the federal security regulations (the "Security Rule") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and codified at 45 C.F.R. parts 160 and 164, and Subtitle D of the Health Information Technology for Economic and Clinical Health Act and their implementing regulations, as amended (collectively, "HIPAA"); and

WHEREAS, this Exhibit A, which is attached to and made part of the Agreement, serves to establish the responsibilities of both parties regarding Protected Health Information, and to bring this Agreement into compliance with HIPAA and the HITECH Act.

NOW, THEREFORE, the parties agree to the following additional terms and conditions to those otherwise in the Agreement:

AGREEMENT

1. **Definitions**. Capitalized terms used in this Exhibit A, but not otherwise defined, shall have the same meanings ascribed to them in the Privacy Rule, the Security Rule and the HITECH Act. "Covered Entity" shall refer to Company to the extent Company (as defined in the Agreement) is a covered entity as provided under HIPAA. "Covered Entity" shall also refer to an End User (as such term is defined in the Agreement). For clarification, Company and End User may or may not be the same person or entity.
2. **Permitted Uses and Disclosures**. Except as otherwise specified herein, Business Associate may use and/or disclose Protected Health Information ("PHI") to perform the functions, activities, or services for or on behalf of Covered Entity as specified in this Agreement, provided that such use and/or disclosure would not violate HIPAA if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may:
 - a. use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, and except as otherwise limited by this Exhibit A or the Agreement, as permitted by HIPAA.
 - b. disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.
 - c. use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
 - d. use PHI to create de-identified health information in accordance with 45 C.F.R. §164.514(b) and may disclose de-identified health information for any purpose permitted by law.
3. **Responsibilities of Business Associate**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. §164.504(e). To comply with the security and privacy obligations imposed by HIPAA, Business Associate agrees to:
 - a. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
 - b. not use or further disclose PHI other than as permitted or required by this Agreement, HIPAA, or as required by law.

- c. use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
- d. report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including breaches of unsecured protected health information as required by § 164.410, and any successful security incident of which it becomes aware. The Parties acknowledge and agree that this section 3.d. constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.
- e. in accordance with § 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to substantially the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. make PHI available to Covered Entity for Covered Entity to comply with an Individual's right of access to their PHI in compliance with 45 C.F.R. §164.524 and Section 13405(e) of the HITECH Act, *provided, however*, that unless otherwise expressly set forth in the Agreement, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity.
- g. make PHI available to Covered Entity for amendment and incorporate any amendment(s) to PHI that Covered Entity directs, in accordance with 45 C.F.R. §164.526, *provided, however*, that unless otherwise expressly set forth in the Agreement, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity.
- h. document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and Section 13405(c) of the HITECH Act.
- i. make available to Covered Entity in response to a request from an Individual, the information required to provide an accounting of disclosures of PHI with respect to the Individual in accordance with 45 C.F.R. §164.528 and Section 13405(c) of the HITECH Act.
- j. to the extent this Agreement requires Business Associate to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered entity in the performance of such obligation(s).
- k. make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA.
- l. notify Covered Entity following Business Associate's discovery of a security breach of Unsecured PHI, in accordance with Section 13402 of the HITECH Act.
- m. refrain from exchanging any PHI with any entity (including Covered Entity) of which Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of HIPAA, and upon becoming aware of such behavior by an entity with which Business Associate has already exchanged PHI, take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract or arrangement with such entity, if feasible; or if termination is not feasible, report the problem to the Secretary, in accordance with Section 13404 of the HITECH Act and 45 C.F.R §164.504(e).
- n. limit the use, disclosure or request for PHI in accordance with Section 13405(b) of the HITECH Act; to the extent required by the "minimum necessary" requirements of HIPAA, Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- o. refrain from receiving any remuneration in exchange for any Individual's PHI unless such exchange (i) is pursuant to a valid authorization that includes a specification of whether the PHI can be further

exchanged for remuneration by the entity receiving PHI of that Individual, or (ii) satisfies one of the exceptions enumerated in the HIPAA regulations and specifically Section 13405(d)(2) of the HITECH Act.

- p. refrain from marketing activities that would violate HIPAA and specifically Section 13406 of the HITECH Act.

4. Responsibilities of Covered Entity. Covered Entity shall:

- a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.
- b. provide Business Associate, in writing, with any changes in, or revocation of, permission by Individual to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses or disclosures. Upon receipt by Business Associate of such notice of changes, Business Associate shall cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under HIPAA expressly applies.
- c. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522.

5. Termination.

- a. Termination for Cause. Either party may immediately terminate this Agreement if such party (the "Non-Breaching Party") determines that the other party (the "Breaching Party") has breached a material term of this Exhibit A. Alternatively, the Non-Breaching Party may choose to provide the Breaching Party with written notice of the existence of an alleged material breach and afford the Breaching Party an opportunity to cure the alleged breach. Failure to cure the material breach within thirty (30) days of the written notice constitutes grounds for immediate termination of this Agreement.

- b. Effect of Termination.

- 1. Except as provided in paragraph (2) of this Section 5(b), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section 5(b) shall apply to PHI that is in the possession of Business Associate and its subcontractors or agents. Business Associate shall retain no copies of the PHI.
- 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible (as an example, as provided under Business Associate's backup and/or disaster recovery requirements and processes), Business Associate shall provide to Covered Entity, in writing, notification of the conditions that make return or destruction infeasible, and Business Associate shall extend the protections of this Exhibit A to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Liability.

Business Associate's liability to the Covered Entity for all breaches of this Business Associate Addendum, Security Incidents and breaches of PHI maintained by Business Associate or Business Associate's agent or subcontractor (each a "Breach/Incident"), shall be limited to the costs, expenses and other direct damages that Covered Entity reasonably and necessarily incurs in providing notifications to individuals or government agencies, mitigation steps taken by Covered Entity to comply with HIPAA or state law, and fines or settlement amounts Covered Entity owes to a state or federal government agency to the extent resulting from a Breach/Incident, up to an aggregate maximum total of \$1,000,000.

7. No Third Party Beneficiary. Nothing in this Exhibit A is intended, nor shall be deemed, to confer any benefits on any third party.

Exhibit B

(to Nuance Hosted Services Subscription Agreement)

Product-Specific Terms for DAX Copilot

These Product-Specific Terms for Dragon Ambient eXperience Copilot (“DAX Copilot”) are entered into in connection with one or more Orders which are separately signed, and which are hereby incorporated into and made part of the Agreement by reference. In the event of a conflict between these Product-Specific Terms and the Agreement to which they are attached, these Product-Specific Terms will prevail. Company may also be referred to as “Customer” in applicable Orders. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Agreement.

1. DEFINITIONS. For purposes of these Product-Specific Terms, the following terms shall have the meanings set forth below:

1.1. **“Ambient Documentation”** means all software, hardware, technology and services provided by Nuance to Company to enable Encounter Data to be collected and transcribed into a form suitable for inclusion in supported electronic health records systems. Ambient Documentation may include: (a) provision of, access to, and use of DAX Copilot Applications; (b) transcription or transformation of raw Encounter Data into Encounter Documentation; (c) transmission of Encounter Documentation to Company; and (d) activities to analyze, test, develop, maintain, refine, train, tune, improve, enhance, optimize, automate, and expand the insights, processes, methods, and tools relating to, Ambient Documentation or DAX, including such activities relating to the speech recognition, natural language understanding and other components of the DAX Copilot Applications and other software and services used in providing DAX Copilot.

1.2. **“Authorized User”** means, for DAX Copilot (notwithstanding any definition to the contrary in the Agreement), a Clinician working on behalf of Company as an employee, independent contractor or medical staff member. “Clinician” means a person qualified in the clinical practice of healthcare who is eligible for a National Provider Identifier (NPI), which enables eligibility to bill to Medicare/Medicaid.

1.3. **“BAA”** shall mean the business associate agreement between the Parties that is contained in Exhibit A to the Agreement.

1.4. **“Co-Development Partner”** means a third-party contractor or collaborator of Nuance that is engaged in development relating to Nuance Products.

1.5. **“Company EHR” or “EHR”** means Company’s electronic health records or electronic medical records system (as applicable).

1.6. **“Company-Owned Data”** means Company’s pre-existing data, and the Encounter Documentation delivered by DAX Copilot to the Authorized User. Such pre-existing data includes data (if any) pulled from the Company EHR and Company’s patients’ medical records, but does not include Nuance Work Product.

1.7. **“DAX Copilot Applications”** has the meaning set forth in Section 2.1.2 (“DAX Copilot Applications”).

1.8. **“DAX Copilot Authorized User Subscription”** means the license and subscription to DAX Copilot granted to an Authorized User hereunder as provided in Section 2.2.3.

1.9. **“Dragon Ambient eXperience Copilot” or “DAX Copilot”** means Ambient Documentation, and also includes any other related capabilities which may be added to these Product-Specific Terms by written amendment, either individually or in combination. This includes DAX Copilot for Epic, if specified on an applicable Order.

1.10. **“De-Identified Data”** means PHI (including PHI within Encounter Data) that has been de-identified pursuant to these Product-Specific Terms in accordance with HIPAA requirements for de-identification. De-Identified Data shall be considered as excluded from the definition of Confidential Information, under the Agreement.

1.11. **“DMO”** means Nuance’s speech machine recognition and transcription product, as further described in Section 2.2.5 (“Dragon Medical One (DMO)”).

1.12. **“Encounter Data”** means, with respect to each health care encounter for which Nuance provides DAX Copilot, the Recordings and Accompanying Information. **“Accompanying Information”** means, to the extent required by

Nuance for provision of DAX Copilot, any medical records, metadata, or other data related to Encounter Data from Company's EHR and/or other information systems that are associated with each patient for whom a Recording is made.

1.13. **"Encounter Documentation"** means Encounter Data that has been transcribed or transformed by Nuance into a form suitable for inclusion in a supported electronic health records system.

1.14. **"Hosted Services"** for purposes of these Product-Specific Terms means the cloud-based portions of the DAX Copilot Applications.

1.15. **"Intellectual Property Rights"** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this sentence.

1.16. **"Nuance Products"** means any or all products and services developed or commercialized by Nuance, including DAX Copilot.

1.17. **"Nuance Work Product"** means any statistics, process output, data, or metadata, which are created by Nuance during the Ambient Documentation process. Nuance Work Product includes all ambient transcriptions and draft Encounter Documentation, but does not include Company-Owned Data.

1.18. **"Participant"** means any patient, Authorized User, associated care team member or other individual person(s) whose personal information is included in any Recording, or who is present during that Recording and provides such information during that Recording.

1.19. **"Recording"** means any and all audio recorded or created during or otherwise in connection with a health care encounter, which are submitted to DAX Copilot or DAX Copilot Applications.

1.20. **"Representatives"** means employees, contractors, agents and other representatives of Company or Nuance, as applicable. As it relates to Company, "Representatives" includes Authorized Users employed by, affiliated with or that perform services for Company, and all other healthcare providers practicing at the site(s) where an Authorized User provides health care services.

1.21. **"Required Authorization"** means any consent required under Applicable Laws to (a) collect, capture, make and/or store Recordings relating to Participants, (b) use a Recording, an individual's PHI, or other Personally Identifiable Information for the purposes described in Section 2.3.1 ("Data Collection; Authorizations; Provision and Use of Data"), and (c) to disclose any of the foregoing information for such purposes to Nuance, Nuance Affiliates, and their respective subcontractors and other third party providers, and Co-Development Partner(s). **"Personally Identifiable Information"** means all data defined as personally identifiable information, personal information, or personal data under Applicable Laws, and this term also includes PHI. **"Applicable Laws"** are defined as federal, state or local law or regulations pertaining to privacy or security of patient or other personal or medical information of individuals, including but not limited to HIPAA or laws pertaining to wiretaps or consents to make recordings.

2. **DRAGON AMBIENT EXPERIENCE COPILOT ("DAX COPILOT").**

2.1. **Delivery of DAX Copilot.**

2.1.1. *Overview.* Nuance provides an offering called Dragon Ambient eXperience Express or "DAX Copilot." DAX Copilot includes Ambient Documentation technology and services that enable audio and other data from healthcare encounters to be collected and automatically transcribed into a standardized note format that can be included in electronic health records systems as clinical documentation. Via DAX Copilot, Nuance shall provide the Encounter Documentation for Company's Authorized User(s) to review and edit within Dragon Medical One and then transfer to and sign within, the EHR.

2.1.2. *Subscriptions to DAX Copilot.* Nuance will provide subscriptions to, and use of, certain Hosted Services, as well as a software application for the Company-supplied devices (an "app"), sufficient to deliver the Ambient Documentation, which enables collection of Encounter Data, secure transmission of such Encounter Data, automated transformation of Encounter Data into clinical Encounter Documentation, and transmission of the clinical Encounter

Documentation to Company (collectively, the “*DAX Copilot Applications*”). The DAX Copilot Applications are licensed pursuant to Section 2.2.3 below. For clarity, (i) the Company EHR system is not part of Nuance’s DAX Copilot offering and is the responsibility of Company to maintain and manage, (ii) delivery of copies of Recordings is not in the scope of services for DAX Copilot (the only DAX Copilot deliverable is the Encounter Documentation), and (iii) Nuance is not responsible for failure of telecommunications or Internet connectivity used for providing DAX Copilot.

2.2. Implementation and Licensing.

2.2.1 Implementation. Nuance will make DAX Copilot available for use for the specified number of Authorized User Subscriptions following execution of the applicable Order for DAX Copilot. Company will provide, or enable, supported mobile devices, based on specifications provided by Nuance, to be utilized by each enrolled Authorized User to run the Nuance-provided software app needed to access and utilize DAX Copilot. Company is responsible for the provision of Wi-Fi and/or Internet access with required bandwidth for DAX Copilot, and the installation of the Nuance-provided app on the mobile devices.

2.2.2 Training and Support; Updates. Nuance will provide training and support for Company in its initial installation and implementation of the Nuance-provided app on each Authorized User mobile device. Nuance reserves the right to make available updates to the Nuance-provided app by notice to Company, and Company agrees to promptly install or implement any such updates, and in any case within sixty (60) days of receipt of (or Nuance providing access to) such update.

2.2.3 DAX Copilot Application Terms (License Grant). Nuance hereby grants to Company a nonexclusive, nontransferable, non-sublicensable, limited right and license to access and use, and to permit the subscribed Authorized Users to access and use, the DAX Copilot Applications made available to Company by Nuance; in each case solely during the applicable Order Term and solely for purposes of: (a) collecting and transmitting Encounter Data to Nuance; and (b) otherwise for purposes of facilitating receipt and use of DAX Copilot by Company. Such license is called a “DAX Copilot Authorized User Subscription” as further described in Section 3 below.

2.2.4 Authorized User Roles and Responsibilities. Authorized Users must review for accuracy and completeness and finalize Encounter Documentation in their own name (legally sign a document and take clinical responsibility for same). To avoid any doubt, the provisions of the Agreement relating to medical care responsibility (for example, Company’s Authorized Users’ obligation to review the Encounter Documentation provided by the DAX Copilot Hosted Services) apply to DAX Copilot. The Authorized User is the physician or other provider of record to the patient, for purposes of signing the EHR medical record. Company is responsible for the adherence of its Authorized Users to the foregoing and to the other provisions of these Product-Specific Terms which are applicable to such Authorized Users.

2.2.5 Acceptable Use Policy and Other Terms Relating to Use of DAX Copilot and Other AI-enabled Hosted Services. The Parties agree to further terms and conditions relating to use of DAX Copilot in connection with AI-enabled components of DAX Copilot, at the following URL link, which is hereby incorporated by reference: https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/DAX_Copilot_AITerms.pdf. Future changes to these terms will be posted at such URL and become binding on Company when posted.

2.2.6 Dragon Medical One (DMO). Separately purchased license(s) for Dragon Medical One (DMO) that cover the DAX Copilot Authorized User(s) are required and must be licensed separately by Company from Nuance, in order for such DAX Copilot Authorized User(s) to be licensed for and use of DAX Copilot hereunder. Such separate licenses to access and use DMO are subject to the terms of the Agreement. This provision does not apply to DAX Copilot for Epic, if in scope on an applicable Order.

2.3. Company Responsibilities and Grant of Permissions.

2.3.1. Data Collection; Authorizations; Provision and Use of Data.

2.3.1.1 Required Authorizations. Company will deliver Encounter Data to Nuance through a DAX Copilot Application provided by Nuance or through another secure means mutually agreed between the Parties. Company is solely responsible for obtaining and renewing if and as required, the relevant Required Authorizations prior to submitting Encounter Data to DAX Copilot. Company will secure and maintain, and, upon written request, provide to Nuance evidence of any Required Authorization, which may include copies of any requested signed authorization-to-record form or other document for each Participant whose voice is present on a Recording.

2.3.1.2 *Use of Data*. Company grants Nuance the right to access and use, and to permit its Affiliates, Co-Development Partner(s) and its and their Representatives the right to access and use, the Encounter Data and Encounter Documentation only for the purposes of or in connection with: (i) performing DAX Copilot; (ii) generating De-Identified Data; and (iii) analyzing, testing, developing, maintaining, refining, training, tuning, improving, enhancing, optimizing, automating, and expanding the insights, processes, methods, and tools relating to, DAX Copilot and other Nuance Products. The uses allowed under this Section 2.3.1 shall be considered as allowed uses under the BAA, and under the provisions of the Agreement relating to confidentiality and nondisclosure of Confidential Information. Company acknowledges and agrees that Nuance receives, uses and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by Company or its contractors. Accordingly, the foregoing Nuance-maintained data shall not be deemed a medical record, health record or designated record set as defined under HIPAA, for any patient.

2.3.1.3. *De-Identified Data*. Nuance shall either destroy or de-identify any PHI (as defined in the BAA) within the Encounter Data, Nuance Work Product or Encounter Documentation in Nuance's (or its subcontractor's or agent's) possession within 90 days following expiration of this Agreement. Nuance will be permitted to generate, use and retain De-Identified Data during the term of, and after termination of, this Agreement solely for the purpose of exercising its rights under the foregoing subsections (ii) and (iii) of Section 2.3.1.2 above, and in accordance with the HIPAA de-identification requirements of 45 C.F.R. §164.514(b). Company acknowledges and agrees that the rights set forth in this Section 2.3.2 are necessary for the continued improvement of DAX Copilot and constitute a critical component of DAX Copilot to the benefit of Company. Accordingly, the parties agree that, as it relates to PHI, the rights and permitted uses of Encounter Data and Encounter Documentation set forth herein supplement and are hereby incorporated into the above-referenced terms of the BAA.

The provisions of this Section 2.3.1 shall survive termination of this Agreement.

3. OTHER TERMS.

3.1. **Intellectual Property**. Nuance retains all rights, title and interest, including all Intellectual Property Rights, in and to DAX Copilot and other Nuance Products, including but not limited to the DAX Copilot Applications and Nuance Work Product. Nuance shall exclusively own all modifications and improvements to its technology including but not limited to DAX Copilot. Company retains all rights, title and interest, including all Intellectual Property Rights, in and to Company-Owned Data. The Parties agree that information related to the functionality of DAX Copilot is Confidential Information protected under the Agreement. This Section 3.1 shall survive termination of the Agreement.

3.2. **Affiliates; Subcontractors**. Nuance shall have the right to perform its obligations and exercise its rights hereunder directly or through its Affiliates or subcontractors, provided that Nuance shall be fully responsible for any and all obligations performed or to be performed by any such Affiliate or subcontractor to the same extent as if such obligations were performed or to be performed directly by Nuance.

3.3. **Location of Services**. Company data will be stored in data centers located in the United States of America ("U.S."). Notwithstanding the foregoing, Company acknowledges that Nuance has operations as well as support and product improvement teams located outside of the U.S. (collectively, the "Offshore Locations") and that such resources may require access to and use of the Company data for purposes of providing, monitoring, support and maintenance, and further development of the products. All access by Nuance that is outside the U.S. shall be performed by Nuance employees, agents and subcontractors. Nuance will ensure that the permitted uses conducted from an Offshore Location by Nuance employees, agents and subcontractors, if any, will only be conducted in accordance with the terms of the Agreement.

3.4. **Information Security Addendum**. The Parties agree to the Information Security Addendum linked at the following url: https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/DAX_Schedule_ISA.pdf, which is hereby incorporated into and made a part of these Product-Specific Terms, except "DAX" as referenced therein shall be considered to be DAX Copilot.