

## **END-USER LICENSE AGREEMENT**

The software and materials provided with this agreement are licensed, not sold, and are available for use only under the terms of this license agreement. Please read this agreement carefully. By downloading, installing, copying, or otherwise using the software, you agree to be bound by the terms and conditions of this agreement and become a party to this agreement. If you do not agree with all of the terms and conditions of this agreement, do not download, install, copy or otherwise use the software.

This Nuance Document Imaging, Inc. ("Nuance") End User License Agreement ("Agreement") accompanies a Nuance software product in machine-executable binary code and related explanatory written materials ("Software"). The term "Software" shall also include any modified versions, updates or upgrades of the Software that may be licensed to you ("Licensee") by Nuance, but does not include source code for the Nuance software product. As used in this Agreement, "Software Package" means the Software and the accompanying documentation. You may install and use such a modified version, update, or upgrade of the Software only if you have a validly licensed full version of the Software being modified, updated, or upgraded. If you download, install, copy, or otherwise use such a modified version, update, or upgrade of the Software, then this Agreement terminates as to the previous version of the Software, and you have a license only to such modified version, update, or upgrade of the Software under the terms of this Agreement. The Software is licensed to you, Licensee, as the end user, subject to all of the terms and conditions of this Agreement.

LICENSE GRANT. Subject to the terms and conditions of this Agreement, Nuance grants Licensee a non-exclusive and nontransferable license only to: (a) install and use for personal or internal business purposes one copy of the Software on a single computer; (b) install and use for personal or internal business purposes one copy of the Software on either a single portable computer or a single home computer, provided that such copy is not used concurrently with the copy in section (a) above; (c) make a single copy of the Software solely for archival purposes; and (d) store or install a copy of the Software on a storage device such as a network server, used only to install or run the Software on your other computers over an internal network, provided that you acquire and dedicate a separate license for each separate computer on which the Software is installed, run or otherwise accessed from the storage device. A single license for the Software does not allow you to share the Software or use it concurrently on different computers or for others other than the Licensee to access, install, download, copy or otherwise use the functionality of the Software.

**MULTIPLE LICENSE PACK.** If Licensee has purchased a Multiple License Pack, Licensee may make additional copies of the Software not to exceed the number of licenses purchased. Licensee may use each copy solely in the manner specified in this Agreement.

**ACTIVATION.** According to its discretion, Nuance may include features in the Software to prevent unlicensed use of the Software. You agree that Nuance may do so. In particular, use of the Software may require that Licensee activate the Software through the Internet (this process may be more fully described during the installation set up of the Software). During such activation, Nuance may collect certain non-personal technical information from your computer concerning your computer or network. You agree that Nuance may do so. You may be required to reactivate the Software if you modify your computer hardware or the Software.

NOTIFICATIONS. According to Nuance's discretion, the Software may contain a component that will automatically activate your Internet browser and attempt to initiate a connection through the Internet to a website maintained by Nuance that contains notification information related to the Software. This connection may be made using the Internet connections and telephone lines under your control. From time to time, you may receive notices about the Software or other information through this Internet connection. By installing the Software on your computer, you hereby consent to have the Software initiate a connection through the Internet to Nuance's website, to use your resources to connect to such website, and to receive notices about the Software and other information through this Internet connection.

RESTRICTIONS. Except as otherwise expressly permitted in this Agreement, Licensee may not: (a) reproduce or copy any of the Software; (b) modify or create any derivative works of the Software, including translation or localization; (c) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software; (d) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; (f) without Nuance's prior written consent (which may be given or withheld in Nuance's sole discretion) either (1) provide service bureau services using the Software, or (2) otherwise enter into an agreement with a third party to use the Software on such third party's behalf for the primary purpose of obviating the third party's need to license the Software itself; or (g) copy the printed materials accompanying the Software. As between Licensee and Nuance, any changes to, modifications to, or derivative works of the Software shall become the exclusive property of Nuance.

**TERMINATION.** Without prejudice to any other rights, Nuance may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Software.

PROPRIETARY RIGHTS. Title, ownership rights, and intellectual property rights in the Software shall remain in Nuance and/or its suppliers or licensors. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Nuance's or its suppliers' or licensors' ownership of or rights with respect to the Software. The Software is protected by copyright and other intellectual property laws and by international treaties.

DISCLAIMER OF WARRANTY. THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE RELATED DOCUMENTATION) IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT NUANCE OR ITS SUPPLIERS, LICENSORS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL NUANCE OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PACKAGE OR INCLUDING, WITHOUT DOCUMENTATION, LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NUANCE'S AND ITS SUPPLIERS' AND LICENSORS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THE SOFTWARE PACKAGE (IF ANY), SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO IN THOSE STATES OR JURISDICTIONS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE. AS A CONDITION OF YOUR USE OF THE SOFTWARE PACKAGE,

YOU AGREE TO INDEMNIFY NUANCE FOR ALL CLAIMS RELATING TO YOUR USE, REPRODUCTION AND/OR RECEIPT OF CONTENT THROUGH USE OF THE SOFTWARE PACKAGE.

**EXPORT CONTROL.** Licensee agrees to comply with all applicable export laws and restrictions and regulations of the United States of America or foreign agencies or authorities, and not to export or reexport the Software in violation of any such restrictions, laws or regulations, or without all necessary approvals.

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

GENERAL. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. The terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement shall not become part of this Agreement unless specifically accepted by Nuance in writing. Except to the extent, if any, applicable law requires otherwise, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, excluding its conflict of law provisions. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to Nuance's or its licensors' or suppliers' intellectual property rights) shall be subject to final and binding arbitration in Boston, Massachusetts, United States of America under the auspices of a single arbitrator pursuant to the commercial arbitration rules of the American Arbitration Association then in effect, with the losing party paying all costs of arbitration. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and the other provisions

of this Agreement shall remain in full force and effect. The controlling language of this Agreement is English. The Licensee agrees to bear any and all costs of interpreters if necessary. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding such expiration or termination. Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except to an acquirer of Licensee's business in the case of a merger or the sale of all or substantially all of Licensee's assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. The relationship between Nuance and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Nuance in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. Nuance may use Licensee's name in any customer reference list or in any press release issued by Nuance regarding the licensing of the Software.

LICENSEE OUTSIDE THE U.S. If Licensee is located outside the U.S., then the provisions of this Section shall apply. (a) Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") (b) Licensee is responsible for complying with any local laws in its jurisdiction which might affect its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

**COUNTRY UNIQUE TERMS**. For licenses granted outside of the United States or Canada, the following terms are in addition to, or replace or modify the referenced terms above. All terms above that are not changed by these amendments remain unchanged and in effect.

<u>Governing Law</u>. The phrase "this Agreement shall be governed by the laws of the Commonwealth of Massachusetts." is replaced as follows "This Agreement shall be governed by the laws of the Republic of Ireland."

© 2014 Nuance Communications. All Rights Reserved. Nuance and the Nuance logo are trademarks or registered trademarks of Nuance Communications, Inc. or its affiliates in the United States and/or other countries.