Nuance Communications, Inc.

END USER LICENSE AGREEMENT

Your acceptance of the terms of this End User License Agreement ("Agreement") is required before your use of the accompanying software. This Agreement is between you ("Licensee" or "you") and Nuance Communications, Inc. and/or one or more of its affiliates (collectively, "Nuance"). By opening the sealed Software Package and/or by installing or otherwise using the software accompanying this Agreement ("Software"), you agree to be bound by the terms and conditions of this Agreement. The term "Software" shall also include any modified versions, updates, or upgrades of the Software licensed to you by Nuance. You may install and use a modified version, update, or upgrade of the Software only if you have a validly licensed existing version of the Software being modified, updated, or upgraded. If you download, install, copy, or otherwise use a modified version, update, or upgrade of the Software, then your license 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. If you do not agree to the terms and conditions of this Agreement, you may not install or use the Software and must promptly return the Software and all accompanying materials to the entity from which you obtained this Software Package. THIS IS A LICENSE TO USE SOFTWARE AND NOT A SALE OF SOFTWARE CODE.

This document is Licensee's proof of a non-exclusive license to exercise the rights granted herein and must be retained by Licensee. If you or your company have signed a separate software license agreement with Nuance or with any of Nuance's authorized resellers, and that separate software license agreement is intended to govern the use of Software, the terms of that separate license agreement shall control over any conflicting terms in this End User License Agreement.

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

1(a). Grant of License - For home use of Basic, Home, Premium and Dragon Dictate Editions of the Software.

Nuance grants a non-exclusive license, without the right to sublicense or otherwise transfer, to Licensee, to install and use the Software contained on the provided installation media on a single home computer running validly-licensed operating systems and to use, in connection with such Software, the rest of the Software Package. This license is for one (1) computer located a physical residential address that allows the creation of multiple Voice Profiles by multiple speakers ("Primary"). The Licensee may also install one (1) copy Software Package on one (1) additional home computer for the sole purpose of backing up the Software Package and may not be used concurrently with the Primary copy of the Software Package. Any additional computers at

the same physical residential address will require the purchase of additional license(s) for the Software Package. Speakers are permitted to create and use multiple Voice Profiles under this License. Voice Profile can be stored on one (1) computer. This license does not authorize Licensee or Licensee's third parties to use this Software on a computer for the transcription of audio files by many users. This license for the Software Package does not allow Licensee to use the Software as a Run-time Engine.

- 1(b). Grant of License For Educational Institutions using Premium Professional, Legal, and Dragon Dictate Academic Editions of the Software. Nuance grants a non-exclusive license, without the right to sublicense or otherwise transfer, to Licensee to install and use one (1) copy of the Software contained on the provided installation media on a single computer running a validly-licensed operating system and to use, in connection with such Software, the rest of the Software Package by one (1) Licensee located at one (1) physical address. This license expressly prohibits the use of Software Package on any portable machine or machine that is not licensed to the same Licensee. Licensee is permitted to create and use multiple Voice Profiles under this license . A single license for the Software Package does not allow Licensee to use the Software Package on a server. This license for the Software Package does not allow Licensee to use the Software to use the Software as a Runtime Engine.
- 1(c). Grant of License For Professional and Legal Editions of the Software. Nuance grants a non-exclusive license, without the right to sublicense or otherwise transfer, to Licensee (and Licensee's employees who agree to be bound by the terms and conditions of this License, provided Licensee has entered into a Nuance volume license agreement), to install and use the Software contained on the provided installation media on multiple computers running validly-licensed operating systems and to use, in connection with such Software, the rest of the Software Package. A licensed speaker is permitted to create and use multiple Voice Profiles under this license. Voice Profiles can be stored on one or more computers or on a server to allow the speaker to move from computer to computer and still maintain a consistent dictation experience across computers. A separate license, however, must be purchased for each additional speaker whose Voice Profile or Voice Profiles is or are being used by the Software. Licensee may authorize a third party to use the Software in connection with any of Licensee's Voice Profiles solely for the purpose of performing editing or correcting functions for Licensee; however, such third party must purchase a separate License to create his or her own Voice Profile. This license permits the Licensee to install the Software Package on an additional machine to use the Software for the transcription of audio files from many licensed users provided that the Licensee has purchased a license of the Software Package for this purpose. This license for the Software Package does not allow Licensee to use the Software as a Run-time Engine.

2. Nuance's Rights

Licensee acknowledges that the Software Package consists of proprietary information and products of Nuance (or other third parties) protected under United States or other patent, copyright, or trade secret laws. Licensee further acknowledges and agrees that all right, title and interest in and to the Software Package, and each component thereof, are and shall remain with Nuance. This Agreement does not convey to Licensee an interest in or to the Software Package but only a limited right to use, revocable in accordance with the terms of this Agreement.

3. Term

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

4. Other Restrictions

- (a) Licensee may not sub-license, rent, lease, or otherwise commercialize the Software Package in any manner.
- (b) Licensee may not reverse engineer, decompile, modify, create derivative works (except for Voice Profiles or custom vocabularies as set forth in the accompanying documentation) of, or disassemble the Software. You may not use any feature of the Software to create works such as custom vocabularies or language models for sale to third parties or re-sale by third parties, and/or to commercialize in any other manner. The foregoing restriction is applicable to you except to the extent that such restriction is expressly prohibited by applicable law.
- (c) Licensee may not modify, make additions to or otherwise adapt the Software Package, or use the Software in conjunction with other software or data packages, for the purpose of enabling or adding features or functionality from another version or edition of the Software or development tool associated with the Software.
- (d) Licensee may only use the Software in accordance with and in the manner intended by its accompanying documentation.
- (e) Licensee may not publish the results of benchmarking the Software against competitive software, except to the extent that the foregoing restriction is expressly prohibited by applicable law.
- (f) Licensee may not transfer or assign this license or the Software Package to any third party without the prior express written consent of Nuance. Any changes to, modifications to, or derivative works (except as set forth above) of the Software shall become the exclusive property of Nuance except to the extent that the foregoing restriction is expressly prohibited by applicable law.

5. Activation

Nuance has designed the Software to prevent unlicensed use of the Software. Licensee agrees that Nuance may do so. In particular, use of the Software requires that Licensee activate the Software as described during the installation of the Software. During such activation, Nuance may collect certain non-personal technical information from Licensee's computer concerning Licensee's computer or network. Licensee agrees that Nuance may do so. Licensee may be required to reactivate the Software if Licensee modifies its computer hardware, the Software, or the operating system.

6. Notifications

The Software contains a component that will automatically activate Licensee's Internet browser and attempt to initiate a connection through the Internet to a website maintained by Nuance. This connection will be made using the

Internet connections and telephone lines under Licensee's control. From time to time, Licensee may receive notices about the Software or other information through this Internet connection. By installing the Software on Licensee's computer, Licensee hereby consents to have the Software initiate a connection through the Internet to Nuance's website, to use Licensee's resources to connect to such website, and to receive notices about the Software and other information through this Internet connection.

7. Proprietary Rights

Title, ownership rights, and intellectual property rights in the Software Package 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 Package. The Software Package is protected by copyright and other intellectual property laws and by international treaties.

8. Disclaimer of Warranty

THE SOFTWARE PACKAGE 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 OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE OR 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.

9. Limitation of Liability

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

10. Assignment

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

11. Remedies

If Licensee breaches this Agreement, Licensee shall promptly return the Software Package to Nuance. A breach by Licensee will irrevocably harm Nuance, and Nuance shall be entitled to injunctive and/or other equitable relief, in addition to any other remedies afforded by law.

12. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. Severability

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

14. No Waiver

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

15. United States Government End Users

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

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

17. Consent to Use Of Speech Data

The Software has a feature by which you may enable Nuance to collect Speech Data (as defined below). By turning on the feature to provide Nuance with Speech Data, you acknowledge, consent and agree that Nuance may collect and use the Speech Data as provided hereunder. The parties agree that Speech Data shall only be used by Nuance or third parties acting under the direction of Nuance, pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition and other components of the Software, and other Nuance services and products. Nuance will not use the information elements in any Speech Data for any purpose except as set forth above. "Speech Data" means the audio files, associated transcriptions and log files provided by you hereunder or generated in connection with the Software.

18. Export Restrictions

The Software is subject to United States export laws and regulations. You

must comply with all domestic and international export laws and regulations that apply to the Software.

19. 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.

- 19.1. Governing Law. 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 Ireland."
- 19.2. Where Licensee acquired the Software in the European Economic Area and uses the Software to process personal data (as defined by European Union Directive 95/46/EC); the terms of Nuance's privacy policies shall apply http://www.nuance.com/company/privacy/.

Copyright © 2013 Nuance Communications, Inc. All rights reserved. Nuance, the Nuance logo, Dragon and NaturallySpeaking are trademarks or registered trademarks of Nuance Communications, Inc. or its affiliates in the United States and/or other countries. The Software contains Adobe Flash® Player software by Adobe Systems, Incorporated, Copyright © 2008 Adobe Systems, Incorporated All rights reserved. Flash is a trademark of Adobe Systems, Incorporated