

Dragon Anywhere

Dragon Anywhere Software End User License Agreement and Terms of Service

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

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

BY REGISTERING FOR AND/OR BY USING THE SOFTWARE OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO A BINDING AGREEMENT AND TO ADHERE TO THIS AGREEMENT, AND THAT YOU WILL USE THE SOFTWARE AND THE SERVICES ONLY IN ACCORDANCE WITH THIS AGREEMENT AND WITH ALL APPLICABLE LAWS.

The Dragon Anywhere software and service is an application that permits users to dictate documents through audio to text transcription, create form-based templates, and use customized terminology. You control Dragon Anywhere with your voice. The audio you choose to dictate is captured and streamed via an encrypted data channel to Nuance’s data center. Once Hosted Services has completed the recognition of the content of the streamed audio, the translated text is returned to your device. The application also supports voice-based correction, formatting and navigation through your documents. Dictated text can be shared via email or saved as documents. The audio and text files are used within Nuance’s cloud server to improve the speech recognition and natural language understanding so that Dragon operates as advertised.

The following general terms and conditions permit you to (1) download, install and use the Dragon Anywhere software, including any additional Dragon Anywhere software updates that Nuance may make available to you (“Software”); (2) access the Dragon Anywhere server applications (the “Service”) with the Software; and (3) use the accompanying documentation provided by Nuance for using the Software and accessing the Service. Notwithstanding any references to “purchase,”

the Software is licensed and not sold pursuant to this Agreement. This Agreement confers a limited license to the Software only and does not constitute a transfer of title to, or sale of, all or a portion of the Software or the underlying intellectual property and is subject to the use restrictions set forth below.

1. LICENSE GRANT. Nuance hereby grants you (the "Licensee") a personal, non-exclusive, non-transferrable, non-sublicensable, revocable limited license, to install and use the Software on multiple Devices (and to access the Service with the Software on such Devices), only in the countries and languages in which the Software and the Service are made available. A "Device" means an iOS or Android mobile device that obtains the Software from the Apple App Store or the Google Play Marketplace. You agree that the Software and the Service require a wireless network to send and receive data; you further understand and agree that by accessing any particular wireless network you are responsible for any charges and/or fees imposed by the mobile carrier, network and other third parties providing network access.

2. LICENSEE OBLIGATIONS.

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

2.2. COMPLIANCE WITH LAWS.

(a) You will comply with the terms of this Agreement and all applicable laws and regulations, including, but not limited to, export control, intellectual property, and data privacy and data protection laws and regulations.

(b) You bear sole responsibility for your use of the Services. You may not use the Service (including data stored, transmitted or processed using the Services) in ways that would impose additional regulatory or other legal obligations upon Nuance and/or its service providers because of that use (for example, by subjecting Nuance and/or its service providers to regulations that apply to your profession or industry).

3. PROPERTY AND DATA RIGHTS.

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

3.2. DATA USAGE AND PRIVACY.

(a) Provision of Services: By registering for and using the Service, you acknowledge that the “Data” Nuance will process in connection with the provision of the Services includes (i) your personal contact information (e.g., name, address, telephone number, email address, IP address, and location)(“Contact Information”), (ii) the audio files, associated text and transcriptions and log files generated in connection with the Service (“Speech Data”), and (iii) information about usage of the Service by end users (“Usage Data”).

(b) Data Processing Agreement. Data may contain Personal Data (as defined in the DPA below), including potentially Sensitive Personal Data (as defined under the applicable data protection laws), relating to you and/or third parties. Knowing that the rights of other individuals may be involved in or referenced by your use of the Services, you explicitly acknowledge and accept that you are solely responsible for determining the lawful basis of processing the Speech Data and obtaining all required consents, authorizations and permissions from such third parties to enable you to provide such information to us and to grant to us the rights set forth in this Agreement and the DPA. Upon acceptance of these terms and accessing the Software and Services, the terms and conditions of the Data Processing Agreement located at <https://www.nuance.com/about-us/terms-and-conditions.html> (“DPA”) are incorporated herein by reference and shall govern the processing of Personal Data under these Terms of Service.

(c) Sensitive Personal Data: By using the Services you may be submitting and providing data which may potentially contain Sensitive Personal Data which enjoy enhanced protection under data protection laws. By accepting this Agreement, you are providing us with your explicit consent to process lawfully your Sensitive Personal Data according with this Agreement and the DPA. You may not provide us with any data 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.

(d) Professional Secrecy: If you are subject to secrecy laws or similar common law principles (such as attorney/client privilege among others) by reason of your profession, by accepting this Agreement, you accept that you are solely responsible to analyze whether the conditions set out in this Agreement, the DPA, and the way that we process the data that you provide us, are adequate to preserve your legal and deontological obligations regarding secrecy of communications as a professional. If you believe that by using the Service, you may be contradicting applicable secrecy laws or similar common law principles, you are prohibited from using the Service for that purpose.

(e) Protected Health Information. The Service is a hosted service that transmits the end user's Speech Data via the internet. Consequently, the Service is not intended for dictating protected health information or personal health information (PHI) governed by HIPAA or other applicable privacy laws and regulations and you agree to not provide PHI while using the Service.

(f) Other Uses: Nuance uses your Contact Information for the fulfilment of your order. Nuance may also use this information for its legitimate interests and business purposes, including marketing purposes to communicate other Nuance products and services that may be of interest to You. To learn more about how Nuance handles your Personal Data for these purposes, please go to Nuance's Privacy Statement at <https://www.nuance.com/about-us/company-policies/privacy-policies.html>. If at any time You do not wish to receive communications in the future, You have the right to manage your email preferences at <https://connect.nuance.com/Subscription-Management>.

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

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

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

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

If we, in our sole discretion, consider you to be in breach of this Agreement, or likely to be in breach of this Agreement, we may take any action we think is necessary to protect the Service and its users. We may : (a) withdraw your right to use the Service; (b) remove data from the application; (c) take legal proceedings against you; (d) disclose any information to law enforcement authorities we think is necessary or as required by law. These actions are not limited, and we may take any other action we reasonably deem appropriate.

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

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

10. **GOVERNING LAW.**

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

Address of Licensee	Governing Law	Jurisdiction
United States, Taiwan, Korea, Japan, Canada or Mexico	Commonwealth of Massachusetts, U.S.	Federal or state courts of Massachusetts
Hong Kong or China	Hong Kong Special Administrative Region	Courts of Hong Kong Special Administrative Region
India or Singapore	Singapore	Courts of Singapore

Australia or New Zealand	New South Wales	Courts in New South Wales, Australia
Rest of world	Irish law, excluding the United Nations Convention on Contracts for the International Sale of Goods	Dublin, Ireland

11. **TERMS SUBJECT TO CHANGE.** You acknowledge and agree that Nuance may change the terms and conditions of this Agreement from time to time upon reasonable notice to the address you provided upon signup, including to your email address. If you do not agree to such changes in this Agreement, your only remedy is to cease using the Software and the Service. Your continued use of any part of the Software or Service after Nuance has provided you with reasonable notice of such change for your review will be considered your acceptance of such change.

12. **GENERAL LEGAL TERMS.** You may not assign or otherwise transfer any rights or obligations under this Agreement without Nuance’s prior written consent. This Agreement is the entire agreement between Nuance and you and supersedes any other communications or advertising with respect to the Software or the Service. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised solely to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. The failure of Nuance to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Sections 2, 3, 5, 6, 7, 9, 10, 12, 13 and 16 of this Agreement shall survive the termination of this Agreement. You acknowledge and agree that you are not a third party beneficiary to any separate agreements between Nuance and its service providers related to the Software and Service (a “Third Party Agreement”), you have no right to enforce any terms of any Third Party Agreement, and you not owed any duties or obligations under any Third Party Agreement.

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

14. **ACCEPTABLE USE TERMS.** Nuance expects that Licensee will use the Service in a legal and authorized manner. Any illegal or unauthorized use of the Services could be harmful to Nuance or its service providers, its licensors, its customers, or the Service itself. Nuance does not offer

the Software or Services to minors or to those individuals where the use of the Services is otherwise prohibited by law.

Nuance has no obligation to monitor the use of the Service and/or Data transmitted or stored through the Service. To the maximum extent possible under applicable law and notwithstanding the provisions of this Agreement, Nuance reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to investigate any suspected breach of these Terms and Conditions.

This Section 14 and Subsections 14.1 – 14.5 below describe prohibited uses of the Service. The examples described in this section are not exhaustive. If Licensee violates this section or authorizes or permits others to do so, Nuance may immediately suspend some or all of the Service or terminate Licensee's use of the Service in accordance with this Agreement.

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

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

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

- Illegal activities, including disseminating, promoting, or facilitating pornography, or any activity that is likely to be in breach of, or does breach, any applicable laws or regulations including data protection.
- Any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable, or otherwise inappropriate.
- Any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing any such rights.

- Any activities that may be harmful to the Services or to Nuance and/or its service providers' reputation, including engaging in any fraudulent or deceptive practices.

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

- Gaining unauthorized access to the Service or any other accounts or Systems, whether through high-volume, automated, or electronic processes, hacking, password mining, reverse engineering, or any other means.
- Probing, vulnerability scanning, or penetration testing of any System, or breaching any security or authentication measures without obtaining prior written approval from Nuance. In particular, social engineering, denial of service, destructive, and password sniffing or cracking tests are not permitted.
- Monitoring data or traffic on any System without such permission. (Licensee may, however, monitor data or traffic on resources dedicated to Licensee's exclusive use.)

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

- Engaging in any activity that interferes with or adversely affects other Nuance and/or its service providers customers' use of the Services.
- Using any content or technology that may damage, interfere with, intercept, or take unauthorized control of any system, program, or data, including viruses, worms, or time bombs.
- Using the Service in any manner that appears to Nuance and/or its service providers to threaten Nuance's and/or its service providers' infrastructure. This includes Licensee's providing inadequate security, allowing unauthorized third party access, or attempting to circumvent Nuance's and/or its service providers' measures for controlling, monitoring, or billing usage.
- Uploading or otherwise using viruses, worms, corrupt files, Trojan horses, or other malware, or any other content which may compromise the Service, Nuance's and/or its service providers' operations, or its performance for other Nuance and/or its service providers customers.
- Interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means.

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

15. AUSTRALIAN CONSUMER LAW.

(a) NUANCE PRODUCTS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW, NOTHING IN THIS AGREEMENT PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS AND ANY OTHER LEGAL RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND ANY OTHER LAW EXCEPT TO THE EXTENT PERMITTED BY LAW.

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

(A) SUPPLYING THE SERVICES AGAIN; OR

(B) PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, UNLESS IT IS UNREASONABLE TO DO SO.

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

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

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