

NUANCE END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Nuance Document Imaging, Inc. ("Nuance") for the Nuance software ("Software") that accompanies this EULA. The term of this EULA is from the date of installation through and until discontinuation of use of the Software. An amendment or addendum to this EULA may accompany the Software.

YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS EULA BY INSTALLING (BY SELECTING "I accept the terms of the license agreement"), COPYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS EULA, DO NOT INSTALL (BY SELECTING "I do not accept the terms of the license agreement"), COPY OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.

1. Grant of License. Subject to the terms and conditions contained herein, Nuance grants to you, the end user, a personal, non-exclusive, non-sublicensable, non-transferable limited license solely to use a single copy of the Software, including any updates, additional modules, or additional software that may be provided by Nuance in connection therewith, in executable code format on a single computer, solely for your own use, and solely in accordance with the terms and conditions of this EULA. You may copy the Software into the memory of a computer, solely as necessary to use the Software in accordance with this EULA. You may physically transfer the Software from one computer to another provided that only one copy of the Software exists on only one computer at any given time.

2. Additional Software. This EULA applies to updates of the Software that Nuance may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms.

3. Upgrades. If the Software is identified as an upgrade, you must first be properly licensed to use software identified by Nuance as being eligible for the upgrade in order to use the Software. Any Software identified as an upgrade replaces and/or supplements the software that formed the basis for your eligibility for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as an integral part of the newly formed upgraded software. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software shall be used only as part of that single product package and shall not be separated for use on more than one single computer at any given time.

4. Not For Resale Software. The Software (including any other information or material obtained under this EULA) identified as "Not For Resale" or "NFR" shall not be rented, leased, sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation. All other Software (including any other information or material obtained under this EULA) not identified as "Not For Resale" or "NFR" shall not be rented, leased, sold or otherwise transferred for value.

5. Separation of Components. The Software is licensed as a single product. Its component parts shall not be separated for use and shall only be used together on a single computer.

6. Restrictions. Except as may otherwise be expressly provided for herein, you may not (a) copy, modify, reproduce, adapt, translate, enhance, create derivative works or compilations based on, or remove portions of, the Software or any other information or material obtained hereunder, or any portions thereof, for any purpose, or otherwise modify the source code, internal structure, organization or any other aspect of the Software, or any part thereof, or aid, abet or permit others to do so, or (b) sell, assign, transfer, sublicense, or otherwise distribute the Software or any portion thereof to anyone else or assign your rights hereunder. Any

unauthorized modifications, derivative works, or any other intellectual property, created directly or indirectly using or referring to the Software, or components thereof, or enhancements of the Software, shall all upon creation immediately vest exclusively in and be owned exclusively by Nuance and you hereby assign any and all rights, title and interest in such (including without limitation waiver of moral rights) to Nuance. You hereby agree to promptly execute any further documentation required by Nuance in its sole discretion to legally or commercially effect such assignment, including, without limitation, ensuring that your employees and/or contractors, if any, do the same. You acknowledge that the Software contains confidential information, proprietary information, and trade secrets, and agree not to decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software. You further agree: (i) not to remove any Software identification or notices of any proprietary or copyright restrictions from the Software or any other materials provided hereunder; (ii) include any portion of the Software in any other Software program; (iii) not to provide use of the Software in a computer service business, rental or commercial timesharing arrangement; and (iv) not to develop methods to enable unauthorized parties to use the Software. You hereby expressly waive any rights you may obtain through application of the law of any other country or otherwise that are inconsistent with the foregoing. You hereby acknowledge that you have no rights whatsoever and shall not have any right whatsoever, whether by the express terms of this EULA or by any course of conduct, implication, estoppel or otherwise, to use, view or access the source code for the Software.

7. Rights and Interests Retained by Nuance. The Software (including any copy thereof) is protected by United States, local and international copyright and/or other intellectual property laws and international treaty provisions. Subject to any rights that Nuance may have licensed from third parties in any software forming part of the Software provided hereunder, Nuance owns all title, copyright, and other intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Software), the accompanying written materials, and any copies thereof, in whole or in part. The Software copy is licensed, not sold to you, and you are not an owner of any copy thereof. You may either, provided that Nuance’s copyright notices are reproduced and included on any and all of such, (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. Any otherwise copying of the Software or copying of any written materials accompanying it is unauthorized and expressly forbidden. All rights not expressly granted in this EULA in the Software are reserved by and shall remain the property of Nuance and/or any third parties from whom Nuance may have acquired licensing rights. This EULA does not grant you any rights to the trademarks or service marks of Nuance. You further understand and agree that in no event shall any term or condition set forth in this EULA be construed to require the transfer of title of any Software or property whatsoever to you.

8. Limited Warranty and Limitation on Remedies for Software. Excluding transactions in Australia where Section 9.3 (the Australian Consumer Law) of this EULA applies and subject to the conditions and limitations in this EULA, for a period of ninety (90) days from the date the Software is shipped by Nuance (“Warranty Period”), Nuance warrants that the Software licensed pursuant to this EULA is free of material Defect(s). As used in this EULA, “Defect(s)” shall mean any failure of the media on which the Software is provided while under normal use or of the Software to function in substantial conformance with the published specifications for such Software. This warranty herein extends to you, the original end user, only and is not assignable or transferrable. No oral or written information or advice given by any Nuance employees or authorized representatives (including but not limited to agents, suppliers or authorized resellers) regarding the Software shall be deemed to increase the scope of the warranties made herein, and the warranties made herein are void to the extent that the failure of, or any deficiency in, the Software is due to any (a) modification, repackaging, customization or alteration of the Software, or updates thereto, in any way by any party other than Nuance, (b) misapplication or misuse, (c) failure by you to maintain proper environmental conditions for operating the Software, (d) hardware equipment defects, (e) operating system software error, (f) failure by you to implement all updates issued by Nuance during the Warranty Period, (g) adverse effects to the Software

caused by your operating system or environment, or (h) interaction with software not provided by Nuance. In order to have benefit of the aforementioned limited warranty, you must notify Nuance, in writing and prior to the expiration the Warranty Period, of a material and reproducible failure of the media on which the Software was provided or of the Software to function in accordance with the aforementioned warranty.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECT(S) DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY (90) DAYS). AS TO ANY DEFECT(S) DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts (such as Australia in certain circumstances pursuant to the Australian Consumer Law), so the above limitation may not apply to you. Should the Software prove defective, as your exclusive remedy hereunder, you may receive, at Nuance's sole discretion, (a) replacement of the defective media, (b) a repair or replacement of the Software, or (c) a refund of the fees paid to Nuance for the Software. Any replacement Software will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. EXCEPT FOR ANY REFUND ELECTED BY NUANCE, AS SET FORTH ABOVE, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, IF THE SOFTWARE DOES NOT MEET NUANCE'S LIMITED WARRANTY, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The terms of Section 10 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Outside of the US or Canada, none of these remedies are available without proof of purchase from an authorized international source. To exercise your remedy, contact Nuance Document Imaging, Inc., 1000 South Pine Island Road, Suite 900, Plantation, Florida 33324, Attention: Customer Support. The foregoing is your sole and exclusive remedy and Nuance's entire liability and sole obligation with respect to any breach of the foregoing warranty.

9. DISCLAIMER OF WARRANTIES AND REMEDIES.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU IN CONNECTION WITH THE SOFTWARE OR THIS EULA AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS.

9.2 SUBJECT TO THE AUSTRALIAN CONSUMER LAW IF APPLICABLE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NUANCE NOR ANY OF ITS SUPPLIERS, AUTHORIZED RESELLERS OR LICENSORS MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE SOFTWARE, ANY TECHNICAL INFORMATION, ANY TECHNICAL ASSISTANCE OR ANY OTHER MATERIALS PROVIDED BY NUANCE PURSUANT TO THIS EULA, AND NUANCE HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, THE WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. NUANCE DOES NOT WARRANT THAT THE SOFTWARE WILL RUN PROPERLY ON ALL HARDWARE, THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED BY YOU FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE. YOU ALSO ASSUME THE ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. THE STATED WARRANTIES ARE IN LIEU OF ALL OTHER OBLIGATIONS OR PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONJUNCTION WITH THE PROVIDING OF THE SOFTWARE, ANY TECHNICAL INFORMATION, ANY TECHNICAL ASSISTANCE AND ANY OTHER MATERIALS PROVIDED BY NUANCE PURSUANT TO THIS EULA.

9.3 In Australia, if the Australian Consumer Law applies to this transaction:

(a) Nuance goods and services come the guarantees that can not be excluded under the Australian Consumer Law. Nothing in this Agreement purports to modify or exclude the conditions, warranties and undertaking and any other legal rights under the Competition and Consumer Act 2010 (Cth) and any other applicable law, except as permitted by that law;

(b) If goods and services purchased are not of a kind ordinarily acquired for household use or consumption then, subject to law, Nuance limits is liability to:

(i) for goods:

(A) a replacement of the goods or the supply of equivalent goods; or

(B) the cost of replacing the goods or acquiring equivalent goods; or

(C) repair of the goods; or

(D) the cost of having the goods repaired; and

(ii) for services:

(A) supplying the services again; or

(B) payment of the cost of having this service supplied again,

unless it is unreasonable to do so;

(c) Goods presented for repair (other than software) maybe replaced by refurbished goods of the same type rather than being repaired. Refurnished parts may be used to repair the goods;

(d) Where Nuance elects to repair goods, this repair may result in loss of user-generated data; and.

(e) Nuance's Australian Consumer Law Policy applies visit the website, australia.nuance.com for this policy.

10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES; LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT SUBJECT TO THE AUSTRALIAN CONSUMER LAW IF APPLICABLE, IN NO EVENT WILL NUANCE OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF DATA/INFORMATION, 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 (IF ANY), SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS

AUSTRALIA IN CERTAIN CIRCUMSTANCES PURSUANT TO THE AUSTRALIAN CONSUMER LAW), SO IN THOSE STATES OR JURISDICTIONS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE. AS A CONDITION OF YOUR USE OF THE SOFTWARE, YOU AGREE TO INDEMNIFY NUANCE FOR ALL CLAIMS RELATING TO YOUR USE, REPRODUCTION AND/OR RECEIPT OF CONTENT THROUGH USE OF THE SOFTWARE PACKAGE.

11. Maintenance and Support. If you have paid for maintenance and support, the terms and conditions of such services can be found in the support area of Equitrac.com (“M&S Terms”). By accepting the terms of this EULA you are also agreeing to the M&S Terms.

12. Termination. Without prejudice to any other rights, Nuance may terminate this EULA and the license granted you herein if you fail to comply with the terms and conditions of this EULA.

13. Export Regulations. 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 re-export the Software in violation of any such restrictions, laws or regulations, or without all necessary approvals.

14. U.S. Government Contracts. 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.

15. Injunctive Relief. You understand and agree that in the event of a breach or threatened breach by you of any term or provision of this EULA will cause irreparable harm to Nuance and that damages or an action at law may not be an adequate remedy for any such breach. Accordingly, in the event of any such breach or threat of same, and notwithstanding any other provisions of this EULA, Nuance shall, in addition to all other remedies that may be available to it and without any requirement to post a bond, be entitled to relief in equity (including a temporary restraining order, a temporary or prohibitory injunction and a permanent mandatory or prohibitory injunction) to restrain and prohibit the continuation of any such breach, to compel compliance with the provisions of this EULA, and to restrain and prohibit any threatened breach in order to protect the proprietary rights of Nuance.

16. Governing Law. If you acquired this Software in the United States, this EULA is governed by the laws of the Commonwealth of Massachusetts, USA, without regard to choice of law rules, and Company hereby submits to the jurisdiction of the federal and state courts located in said Commonwealth and the applicable service of process. The official text of the Agreement and any Addendum or any notices given on accounts or statements 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 ont convenu de rédiger le présent document en langue anglaise. Notwithstanding the foregoing, if Company is not located within North America or Japan, this Agreement, is governed by the laws of the country where Company is located and its indicated jurisdiction as detailed for that country below, without regard to choice of law rules nor the United

Nations Convention on Contracts for the International Sale of Goods, and the parties irrevocably and unconditionally submit to such governing law and jurisdiction. The official text of the Agreement and any notices required shall be in English. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or by the Uniform Computer Information Transaction Act or any version thereof adopted by any state in any form ("UCITA") and such are expressly disclaimed. To the extent that UCITA is otherwise applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provisions contained therein.

Country	Governing Law	Jurisdiction
Mexico, Taiwan or Korea	Commonwealth of Massachusetts, U.S.	Federal or state courts of Massachusetts
China or Hong Kong	Hong Kong Special Administrative Region	Courts of Hong Kong Special Administrative Region
Australia or New Zealand	the State of New South Wales, Australia	Courts of New South Wales Australia
India or Singapore	Singapore	Courts of Singapore
Rest of world	Irish law	Dublin, Ireland

17. General. This EULA is the entire agreement between you and Nuance relating to the Software and (a) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (b) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this EULA. No modification to this EULA will be binding, unless in writing and signed by a duly authorized representative of each party. The terms and conditions of this EULA shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by you, unless Nuance expressly agrees in writing to otherwise be obligated thereto, and Nuance hereby gives notice of objection to terms and conditions on said purchase order or written instrument additional to or at variance with the terms and conditions hereof. If any provision of this EULA is deemed invalid or unenforceable by any court or agency of competent jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect. This Agreement may not be assigned by you without Nuance's express written consent. This Agreement is freely assignable by Nuance.

18. Third Party Software. You acknowledge that the Software may include or incorporate software which originated with third party vendors and, without limiting the general applicability of the other provisions of this EULA, you further agree to the following: (a) title to any third party software incorporated in the Software shall remain with the third party which supplied same; (b) as to that portion of the Software which originates with third party vendors, you acknowledge that such vendors have made no representations, warranties, guarantees or indemnities to you by virtue of incorporation of the vendor's products into the Software; (c) as to that portion of the Software obtained from third party vendors, you acknowledge that you shall be responsible to such vendors for any uncured material breach by you of any of your obligations as set forth herein which are applicable to that portion of the Software originating with such vendors. With that said, the Software may include or may require the use of third party software as identified in the ReadMe file provided with the Software and third parties may have enforceable rights with respect to such third party software. In such cases, the terms of the third party licenses identified in the ReadMe file shall govern the use of such third party software. You shall be responsible to review the terms of such third party licenses prior to using the Software and to comply with such terms. Certain third party software required for use of the Software may not be provided by Nuance and you shall be responsible to obtain necessary rights under such software as may further be identified in the ReadMe file.

19. LICENSEE OUTSIDE THE U.S. If You are located outside the U.S., then the provisions of this Section shall apply. (a) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés 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.

Should you have any questions concerning this EULA, or if you desire to contact Nuance for any reason, please write: Nuance Document Imaging, Inc., 1000 South Pine Island Road, Suite 900, Plantation, Florida 33324, Attention: Customer Support.

IF YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS EULA, SELECT "I accept the terms of the license agreement". IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS EULA, SELECT "I do not accept the terms of the license agreement" AND THE INSTALLATION OF THIS SOFTWARE WILL BE ABORTED. IF YOU SELECT "I do not accept the terms of the license agreement", YOU MUST DESTROY OR RETURN ALL COPIES OF THE SOFTWARE TO NUANCE AT THE ADDRESS GIVEN ABOVE. YOU RECOGNIZE THAT ANY USE OF THE SOFTWARE AFTER SELECTING "I do not accept the terms of the license agreement" WILL BE CONSIDERED A BREACH OF CONTRACT, SUBJECT TO LIQUIDATED DAMAGES AND IS OTHERWISE UNLAWFUL AND AN UNAUTHORIZED USE OF NUANCE'S TRADE SECRETS AND PROPRIETARY PRODUCTS.