NUANCE END USER LICENSE AGREEMENT
For MFP Products

This End User License Agreement ("EULA") is a legal agreement between you (the "Licensee" or "you") (either an individual or a single entity) and Nuance Document Imaging, Inc. and/or one or more of its affiliates ("collectively Nuance") for the Nuance software and/or hardware that accompany this EULA (the "Product"). The term of this EULA is from the date of delivery through and until you cease use of the Product.

YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS EULA BY INSTALLING, AUTHORIZING THE INSTALLATION OF OR USING THE PRODUCT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS EULA, DO NOT INSTALL, COPY OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR SUPPLIER 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-sub-licensable, non-transferable limited (and for Products branded by Nuance as "Copitrak", a time-bound) license solely to use a single copy of the Products (unless the Product is part of a site license, then it may be installed in compliance with the number of licenses authorized by such site license), 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 Product into the memory of a computer, solely as necessary to use the Product in accordance with this EULA. You may physically transfer the Product from one computer to another provided that only one copy of the Product exists on only one computer at any given time.

The license for the Product branded as Copitrak shall extend for a period of time which coincides with the period of time for which you have purchased maintenance and support services. When your entitlement to maintenance and support expires or is terminated, your license to use the Product branded as Copitrak shall terminate automatically.

2. Additional Software. This EULA applies to updates and upgrades (if any) of the Products that Nuance may provide to you or make available to you after the date you obtain your initial copy of the Product, unless such updates or upgrades are accompanied by separate terms.

3. Upgrades. If the Product is identified as an upgrade, you must first be properly licensed to use the Product identified by Nuance as being eligible for the upgrade in order to use the Product. Any Product identified as an upgrade replaces and/or supplements the Product that formed the basis for your eligibility for the upgrade. After installing the upgrade, you may no longer use the original Product that formed the basis for your upgrade eligibility, except as an integral part of the newly formed upgraded Product. If the Product is an upgrade of a component of a package of Product programs that you licensed as a single product, the Product 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. Evaluation Products. If the Product is labeled “Evaluation,” (an “Evaluation Product”) you are granted a limited, non-exclusive, non-transferable license to use the Evaluation Product for up to 45 days after you install and/or activate the Evaluation Product. You may purchase the right to use the full version of the Product (if available) on the license terms specified herein. **BY YOUR USE OF THE EVALUATION PRODUCT, YOU UNDERSTAND AND AGREE THAT AFTER 45 DAYS, YOU WILL NOT BE ABLE TO CONTINUE TO ACCESS AND/OR USE THE EVALUATION PRODUCT UNLESS YOU PURCHASE THE RIGHT TO USE THE FULL VERSION OF THE PRODUCT.**

5. Restrictions. Except as may otherwise be expressly provided for herein, you may not (a) copy, modify, reproduce, adapt, translate, enhance, create derivative works of or compilations based on, or remove portions of, the Product 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 Product, or any part thereof, or aid, abet or permit others to do so, or (b) sell, assign, transfer, sublicense, or otherwise distribute the Product or any portion thereof to another party or assign your rights hereunder. You acknowledge that the Product contains confidential information, proprietary information, and trade secrets, and agree not to decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Product. You further agree: (i) not to remove any Product identification or notices of any proprietary or copyright restrictions from the Product or any other materials provided hereunder; (ii) not to include any portion of the Product in any other software program; (iii) not to provide use of the Product in a computer service business, rental or commercial timesharing arrangement; and (iv) not to develop methods to enable unauthorized parties to use the Product. 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.

6. Rights and Interests Retained by Nuance. The Product (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 Product provided hereunder, Nuance owns all title, copyright, and other intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Product), the accompanying written materials, and any copies thereof, in whole or in part. The Product 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, make one copy of the Product solely for backup or archival purposes. Any other copying of the Product or copying of any written materials accompanying it is unauthorized and expressly prohibited. All rights not expressly granted in this EULA in the Product 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.

7. Limited Warranty and Limitation on Remedies for Product. 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 Product is shipped by Nuance (“Warranty Period”), Nuance warrants that the Product licensed pursuant to this EULA is free of material Defect(s). As used in this EULA, “Defect(s)” shall mean any failure of the Product to function in substantial conformance with the published specifications for such Product. 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 Product 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 Product is due to any (a) modification, repackaging, customization or alteration of the Product, 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 Product, (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 Product 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 prior to the expiration the Warranty Period, of a material and reproducible failure of the Product 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 Product prove defective, as your exclusive remedy hereunder, you may receive, at Nuance’s sole discretion, (a) a repair or replacement of the Product, or (b) a refund of the fees paid to Nuance for the Product. Any replacement Product 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 Product 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. 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., One Wayside Road, Burlington, MA
01803, 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.

8. DISCLAIMER OF WARRANTIES AND REMEDIES.
8.1 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 Product 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.

8.2 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 WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, 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, OR QUIET POSSESSION WITH REGARD TO THE PRODUCT. Nuance does not warrant that the PRODUCT WILL RUN PROPERLY ON ALL HARDWARE, THAT the Product will meet your requirements or operate in the combinations which may be selected by you for use, that the operation of the Product will be uninterrupted, SECURE or error-free, OR THAT ALL PRODUCT ERRORS WILL BE CORRECTED. You assume full responsibility for the selection of the Product to achieve your intended results, and for the installation, use and results obtained from the Product. You also assume the entire risk as it applies to the quality and performance of the Product. The stated warranties are in lieu of all other obligations or performance liabilities arising out of or in conjunction with the providing of the Product, any technical information, any technical assistance and any other materials provided by Nuance pursuant to this eula.

8.3 If the Product is sold to a consumer in Australia, then the Australian Consumer Law may apply to this transaction; if so, Nuance’s Australian Consumer Law Policy applies. See: http://australia.nuance.com/company/company-overview/company-policies/legal-notices/index.htm

9. LIMITATION OF LIABILITY; EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES;
9.1 The following provisions set out the exclusions and limitations of liability of Nuance and its affiliates, and their respective officers, agents, contractors and employees, to Licensee and its affiliates, and their respective officers, agents, customers, contractors and employees, under or in connection with this Agreement; and/or any tortuous act or omission including without limitation negligence and/or breach of duty including statutory duty arising under or in connection with this Agreement.
9.2 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 services at Company locations; or to the extent that such exclusion or limitation is not otherwise permitted by law.

9.3 SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, NUANCE SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR REVENUES, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, OR LOSS OF USE OF ANY SOFTWARE OR DATA, NOR FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION, HOWSOEVER CAUSED, WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS AUSTRALIA IN CERTAIN CIRCUMSTANCES PURSUANT TO AUSTRALIAN CONSUMER LAW), SO IN THOSE STATES OR JURISDICTIONS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE.

9.4 Save for Nuance’s liability under the second subsection of this Section “Limitation of Liability”, which shall not be excluded or limited under this Agreement, the Parties, having assessed the risks, agree that Nuance’s total liability shall not exceed the total of the fees paid by you for the Product under this EULA.

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

11. 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 Product in violation of any such restrictions, laws or regulations, or without all necessary approvals.

12. U.S. Government Contracts. This Section applies to all acquisitions of the Product 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 Product, the government hereby agrees that this Product qualifies as “commercial” computer Product 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 Product 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 Product, 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 Product 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.

13. Injunctive Relief. You understand and agree that a breach or threatened breach by you of any term or provision of this EULA may 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.

14. 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 submits 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.

<table>
<thead>
<tr>
<th>Address of Licensee</th>
<th>Governing Law</th>
<th>Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States, Taiwan, Korea, Japan, Canada, or Mexico</td>
<td>Commonwealth of Massachusetts, U.S. Federal or state courts of Massachusetts</td>
<td></td>
</tr>
<tr>
<td>Hong Kong or China</td>
<td>Hong Kong Special Administrative Region</td>
<td>Courts of Hong Kong Special Administrative Region</td>
</tr>
<tr>
<td>India or Singapore</td>
<td>Singapore</td>
<td>Courts of Singapore</td>
</tr>
<tr>
<td>Australia or New Zealand</td>
<td>New South Wales</td>
<td>Courts in New South Wales, Australia</td>
</tr>
</tbody>
</table>

15. Third Party Software. You acknowledge that the Product 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 Product shall remain with the third party which supplied same; (b) as to that portion of the Product 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 Product. With that said, the Product may include or may require the use of third party software as identified in the ReadMe file provided with the Product and third parties may have enforceable rights with respect to such third party Product. In such cases, the terms of the third party licenses identified in the ReadMe file shall govern the use of such third party Products. 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 Products may not be provided by Nuance and you shall be responsible to obtain necessary rights under such Products as may further be identified in the ReadMe file.

16. AUDIT. In order to verify your compliance with this Agreement, Nuance, in its sole discretion, may request either or both of the following: that you provide Nuance with a written certification describing the extent of your use of the Products, and/or allow Nuance and/or its representatives to conduct a reasonable audit of your applicable records and premises. You agree to comply with such request(s) and to provide Nuance with such assistance as may be reasonably requested by Nuance.

17. Waiver. 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.

18. 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 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 Product, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

19. Product Specific Terms:

19.1 If you are licensed to use Products branded as eCopy, the following term shall apply.

You may connect up to, but not more than, one hundred (100) devices operating under Normal Capacity to the Folder Email Watching Service module of eCopy ShareScan. Normal Capacity per device shall be defined as 1,000 page conversions per year. If actual usage exceeds Normal Capacity for the 100 devices purchased, additional capacity may be purchased from your Dealer.

19.2 If you are licensed to use Products branded as AutoStore, the following term shall apply.
File Import. If you license the component of AutoStore known as File Import, you are authorized to perform up to a maximum of Sixty Thousand (60,000) page conversions per year per Product acquired. Such amount represents the normal capacity of a single File Import license. Additional capacity may be purchased from your Dealer.

20. General. This EULA is the entire agreement between you and Nuance relating to the Product 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.

Should you have any questions concerning this EULA, or if you desire to contact Nuance for any reason, please write: Nuance Document Imaging, Inc., One Wayside Road, Burlington, MA 01803, Attention: Customer Support.
LID:042017