



**THIS NUANCE eCOPY MAINTENANCE AND SUPPORT AGREEMENT APPLIES ONLY TO M&S OR EXTENDED M&S THAT WAS PURCHASED ON OR AFTER SEPTEMBER 6, 2010. FOR M&S OR EXTENDED M&S PURCHASED PRIOR TO SEPTEMBER 6, 2010, PLEASE SEE THE MAINTENANCE AND SUPPORT INSERT THAT ACCOMPANIED THE LICENSED PRODUCT.**

**NUANCE COMMUNICATIONS, INC. SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

**THIS AGREEMENT**, by and between the end user entity whose name and address is entered during the online registration process described in Section 1 below ("you") and Nuance Communications, Inc. ("Nuance"), sets forth the terms and conditions under which Nuance will furnish updates to and technical support for the following licensed software: eCopy ShareScan<sup>®</sup> software, eCopy PaperWorks<sup>™</sup> software, eCopy Business Automation Services<sup>™</sup> software, and the Nuance-developed Connector software that you have licensed from Nuance ("Licensed Products") and are specified in the website through which you obtained your Licensed Product ("Download Site"). **IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THEN DO NOT REGISTER WITH NUANCE, AND NOTIFY THE ENTITY FROM WHOM YOU PURCHASED AND THE FEE THAT YOU PAID WILL BE REFUNDED. If you or a third party acting on your instructions registers with Nuance, then you will be deemed to have accepted and agreed to this Agreement.**

**1. ELIGIBILITY.** In order for Nuance to provide you with M&S, or with any extension of M&S, you must register online by following the instructions at [www.eCopy.com/registration](http://www.eCopy.com/registration). **PLEASE BE AWARE THAT IF YOU DO NOT REGISTER YOU WILL BE UNABLE TO ACCESS THE M&S SERVICES THAT YOU HAVE PURCHASED.**

**2. TERM.** Unless terminated pursuant to Section 10 below, this Agreement shall be in effect for the period of time listed in the Download Site that begins on the start date of the license of the related Licensed Product(s) for which you have purchased M&S from Canon U.S.A., Inc. ("Canon USA") or from an authorized office imaging retail dealer of Canon USA ("Dealer"). This Agreement will be extended upon your purchase of extended M&S solely from Canon USA or a Dealer. The period of extended M&S will be described in an Extension Certificate provided by Canon USA or a Dealer. No matter when purchased, the term of extended M&S starts upon the expiration of the prior M&S term. For current extended M&S prices, please contact Canon USA or a Dealer. Such prices may be changed at any time without notice. To ensure continued support, extended M&S should be purchased by you prior to the expiration of this Agreement..

**3. AUTOMATIC COMMENCEMENT.** Notwithstanding Section 2 above, the term of M&S will commence automatically no later than 180 days after Nuance ships the Licensed Product or any Extension Certificate.

**4. UPDATES TO LICENSED PRODUCTS.** During the effective term of this Agreement, Nuance shall make available all updates to the Licensed Products to you within 30 days of Nuance's commercial release of such updates and you may download and install one copy of each update for each Licensed Product. If the "eCopy ShareScan<sup>®</sup> Suite<sup>™</sup>" Licensed Product is covered by this Agreement, then as part of your M&S you are entitled to receive one copy of each Nuance-developed Connector software product made generally available during the term of this Agreement, which will be licensed to you under the same license agreement that governs the eCopy ShareScan Suite Licensed Product. Nuance reserves the right to discontinue support for Nuance-developed Connectors to versions of third party applications that are no longer supported by the manufacturer. New versions of the Licensed Products, such as versions for new operating systems, are not within the scope of this Agreement. Any operating system software from Microsoft<sup>®</sup> Licensing Inc. or its affiliates ("Microsoft") that has been pre-loaded on the eCopy ScanStation System will be supported by Microsoft in accordance with the license agreement accompanying such operating system software.

**5. TECHNICAL SUPPORT.** You shall first contact Dealer for Level 1 support on the Licensed Products. Level 1 support consists of providing help-line telephone assistance in operating the Licensed Products and identifying service problems, facilitating contact between you and Nuance to rectify such problems and maintaining a log of such problems to assist in tracking the same. If you still require technical support after Dealer has provided Level 1 support, then you shall have access to Nuance technical support as escalated through Dealer during the term of this Agreement.. You must specify a designated individual who will act for you as the sole support liaison to Dealer. You shall have access to telephone, e-mail, or web based support during the term of this Agreement. You can contact Technical Support online at [www.askecopy.com](http://www.askecopy.com). Nuance will support the current Major Release (and related Point Releases) and the most recent prior Major Release (and all related Point Releases), as defined below. For example, if the last five releases were 4.3, 5.0, 5.1, 6.0, and 6.1, Nuance would support 5.0, 5.1, 6.0., and 6.1, but not 4.3. "Major Releases" and "Point Releases" are software releases for a Licensed Product which is commercially available and marketed to the public. Therefore, you are advised to install promptly all updates made available to you by Nuance under Section 4 to ensure that Nuance will support your versions of the Licensed Products throughout the term of this Agreement and any Extension Certificate.

**6. Additional M&S Offerings**

- (a) On-Demand Online Training – Access to online library of best practices, "how-to" and "what's new" videos related to Licensed Product installation;
- (b) eCopy User Group - Membership to eCopy's User Group allows you to connect with other licensees of the Licensed Product to share experiences, feedback and recommend enhancements to the Licensed Product. Membership includes access to periodic

webinars, electronic newsletters and access to Premium Knowledge Base Articles.

(c) Remote Technical Diagnostics – Communicate with live technical support resources to remotely troubleshoot performance and configuration issues;

(d) License Key replacement – Upon your request, a replacement license key can be issued to replace a lost or corrupt license key at no additional cost to you;

(e) Designated Contacts – During the term of M&S, you may designate two primary individuals (each a "Technical Contact") to serve as the liaison between you, the Dealer, Canon USA and Nuance support personnel. Your designated Technical Contact shall be the sole liaison between you, the Dealer, Canon USA and Nuance for M&S. To avoid interruptions in services, notify Dealer, Canon USA and Nuance whenever your Technical Contact responsibilities are transferred to another individual.

(f) Connector Migration Support – With respect to Connectors delivered to you by Nuance at the time the Licensed Product is delivered ("Core Connector"), Nuance will, at no additional cost, provide up to four (4) hours of technical support for issues encountered with the Core Connectors when moving the Licensed Product to hardware not supplied by Nuance or when upgrading the Licensed Product from a prior version of the Licensed Product; provided (a) the upgrade is from the immediately prior version of the Licensed Product (i.e. from V4.x to V5.x, not V3.x to V5.x); (b) you have registered the Licensed Product in accordance with Section 1, (c) you request such Connector Migration Support no more than once in any twelve month period during the Term and (d) you schedule Connector Migration Support via your Dealer during Nuance's normal business hours.

**7. ASSIGNMENT.** Nuance will be entitled to assign, sub-contract or sub-let this Agreement or any part thereof. You will not be entitled to assign this Agreement or any part thereof without the prior written consent of Nuance.

**8. NEITHER NUANCE, ITS SUPPLIERS, CANON USA NOR ANY DEALER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DEGRADATION OF DATA OR LOST PROFITS) ARISING FROM THE MAINTENANCE AND SUPPORT OF THE eCOPY SCANSTATION SYSTEM, INCLUDING UPDATES FOR LICENSED PRODUCTS, OR FROM ANY OF NUANCE'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF NUANCE, ITS SUPPLIERS, CANON USA OR DEALER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**9. GENERAL.** This Agreement is the complete and exclusive statement of the terms and conditions under which Nuance will provide you with M&S for the eCopy ScanStation System, including updates to Licensed Products. This Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject matter contained herein. This Agreement shall be governed by the laws of the State of New Hampshire and of the United States of America. All questions concerning the terms and conditions of this M&S Agreement should be directed to Nuance in writing to Legal Department, Nuance Communications, Inc.-Corporate Offices, One Wayside Road, Burlington, MA 01803, USA.

**10. U.S. GOVERNMENT RESTRICTED RIGHTS.** Any upgrades of the Licensed Products or comparable systems are provided with Restricted Rights. Use, duplication, or disclosure by the Government is set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227 7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227 19, as applicable. The contractor/manufacturer is Nuance Communications, Inc., Corporate Offices, One Wayside Road, Burlington, MA 01803 USA.

**11. TERMINATION.** This Agreement shall terminate automatically without notice to you upon failure to comply with any term or condition of this Agreement or upon the termination of the license agreement for any Licensed Product. Upon such termination, you acknowledge that no refunds of any maintenance fees shall be made.

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