



## Maintenance and Support Agreement

This Maintenance and Support Agreement (this “**Agreement**”) is a legal agreement between the end user entity or individual purchasing the services described below (“**you**”) and Nuance Communications, Inc. (“**Nuance**”), and sets forth the terms and conditions under which Nuance will furnish the updates, upgrades and technical support described below (“**M&S**”). **IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THEN DO NOT REGISTER YOUR M&S, AND NOTIFY THE ENTITY FROM WHICH YOU PURCHASED YOUR M&S WITHIN THE TIME PERIODS BELOW TO RECEIVE A REFUND OF THE AMOUNT, IF ANY, YOU PAID FOR M&S.** Notification must be received within 180 days after shipment of the Covered Product or Extension Notice from Nuance. Definitions of “Covered Product” and “Extension Notice” are in Section 2, below.

**YOUR TERM FOR ORIGINAL M&S WILL BEGIN NO LATER THAN 180 DAYS AFTER THE COVERED PRODUCT IS SHIPPED FROM NUANCE.** “Original M&S” is defined in Section 2, below. See Section 3 for further details.

### 1. REGISTRATION REQUIRED.

(a) **You must register with Nuance to receive M&S** by following the directions at [www.ecopy.com/registration](http://www.ecopy.com/registration). By registering, you are deemed to accept the terms of this Agreement.

(b) **IF YOU DO NOT REGISTER YOUR M&S, YOU WILL BE UNABLE TO ACCESS THE M&S SERVICES THAT YOU HAVE PURCHASED.**

(c) **IF YOU DO NOT REGISTER YOUR EXTENDED M&S, THE TERM OF YOUR EXTENDED M&S WILL BE DECREMENTED.** “Extended M&S” is defined in Section 2, below. See Section 3(d) for further details.

### 2. SERVICES PROVIDED AND PRODUCTS COVERED.

(a) **M&S.** Nuance provides M&S for those Nuance software product licenses known as eCopy PDF Pro Office and/or eCopy PaperWorks (collectively, the “**Software**”) that Nuance makes generally available under one of its forms of End User License Agreement (“**EULA**”) from time to time, and for which Nuance offers M&S. “**Original M&S**” is M&S bundled and/or sold with newly licensed Software. “**Extended M&S**” is M&S purchased because the Original M&S coverage has/will expire. For purchases of Extended M&S, Nuance will provide you with an “**Extension Notice**” containing pertinent registration and M&S information.

(b) **M&S Provided for Covered Products.** In exchange for the fees paid or payable by you for M&S and subject to the terms hereof, Nuance will provide you with M&S for your Covered Products during the effective Term of this Agreement (as defined in Section 3, below). Your “**Covered Product(s)**” are the specific Software products that you have licensed and for which you have purchased and registered M&S. Your Covered Product(s) and the duration of M&S coverage for those Covered Products is listed on the Nuance authorized website through which you obtained your Covered Products (the “**Download Site**”), in the Extension Notice, and/or on the documents provided by the reseller, equipment dealer, system integrator or other Nuance authorized distributor from which you ordered the Covered Products and M&S (the “**Distributor**”).

### 3. TERM.

(a) Term. You are eligible to receive M&S and this Agreement will remain in effect only during the period of time for which you have purchased M&S (the “**Term**”). The duration of your Term is described on the Download Site, or in the Extension Notice or documents provided by your Distributor. The Term will commence as described below.

(b) Commencement of Term for Original M&S. If you purchased Original M&S, the Term will commence on the earlier of: (i) the date on which the Covered Product is activated or installed by you, as is described in and required by the Covered Product itself, or (ii) one hundred eighty (180) days after the Covered Product is shipped from Nuance. **PLEASE NOTE THAT IF YOU DO NOT EARLIER ACTIVATE OR INSTALL THE COVERED PRODUCT, THE M&S TERM WILL AUTOMATICALLY COMMENCE 180 DAYS AFTER SHIPMENT OF SUCH COVERED PRODUCT FROM NUANCE.** To the extent your Covered Product consists of a bundle of more than one Software component, then activation or installation of any one component of the bundle will simultaneously commence the M&S Term on all components of the bundle, so that the M&S Term of all Software components of the bundle will commence at the same time.

(c) Commencement of Term for Extended M&S. If you purchased Extended M&S, then the Term will commence on the day immediately after the date on which the related Original or then existing M&S Term expires or expired.

(d) Warning about Non-Timely Registration of Extended M&S. You are required to register your Extended M&S on or before the day that is 180 days after Nuance ships the Extension Notice (the “**180<sup>th</sup> Day**”). **PLEASE NOTE THAT IF YOU FAIL TO REGISTER YOUR EXTENDED M&S AS REQUIRED HEREIN, THEN THE TERM OF YOUR EXTENDED M&S WILL BE DECREMENTED AS FOLLOWS:** Commencing on the day after the 180<sup>th</sup> Day, your Extended M&S Term will be decremented at the rate of one day for each day after the 180<sup>th</sup> Day that you fail to register your Extended M&S. The M&S Term will be decremented until the day that you register your Extended M&S or, if you fail to register your Extended M&S, then the Term will be decremented until there are no days left in the Term, in which case the Term will expire and you will have no further rights to receive M&S.

(e) Termination of Term. You may purchase Extended M&S, if then available, from the party from which you acquired the Original M&S, under terms of Nuance’s then-current form of M&S Agreement. This Agreement will terminate, automatically without notice to you upon: (i) your failure to comply with any material term or condition of this Agreement; (ii) expiration of the Term, or (iii) the termination of the EULA for any Covered Product. Upon termination of this Agreement, you will have no further rights to M&S. You acknowledge that no refunds of any M&S fees shall be made due to termination.

#### 4. SOFTWARE UPDATES/UPGRADES.

(a) “**Updates**” means bug fixes and/or fixes of minor errors in the Software that are incorporated in a new release of the Software. The change from version X.01 to version X.02 or the change of version X.10 to X.20 shall be considered an Update. Nuance will make available all Updates for your Covered Products to you, either by making them available at a Nuance website or as otherwise specified by Nuance.

(b) “**Upgrades**” means enhancements and/or new functionalities in the Software that are incorporated in a new release of the Software. The change from version 1.X to version 2.X shall be considered an Upgrade. Nuance will make available all Upgrades for your Covered Products to you, either by making them available at a Nuance website or as otherwise specified by Nuance.

(c) Provided the M&S Term and the EULA for the Covered Product are then in effect, you may download and install one copy of each Update and/or Upgrade for each Covered Product. Updates and Upgrades are licensed under the same EULA that governs the corresponding Covered Product and are deemed part of the Covered Product.

(d) Installation of Updates and/or Upgrades is not included as part of M&S. If your Distributor installs your Updates for you, the Distributor may charge installation fees for such service.

**5. TECHNICAL SUPPORT. YOU MUST CONTACT YOUR DISTRIBUTOR OR OTHER PARTY FROM WHOM YOU ORDERED YOUR M&S FOR ASSISTANCE IN OPERATING THE COVERED PRODUCTS (“LEVEL 1 SUPPORT”) DURING SUCH HOURS AND BY SUCH METHODS AS ARE ESTABLISHED BY YOUR DISTRIBUTOR.** If you continue to require technical support after your Distributor has provided Level 1 Support, then the Distributor will escalate the support issue to Nuance for resolution and manage all related communications with you. Nuance will provide technical support, other than Level 1 Support, via telephone and email, according to its discretion. In no event does this Section 5 serve to limit the number of support requests You can make while this M&S Agreement is in effect. For the avoidance of doubt, You may access the Nuance technical self-help knowledgebase at [www.askecopy.com](http://www.askecopy.com), if then available. 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 and Nuance support personnel. Your designated Technical Contact shall be the sole liaison between you, the Dealer and Nuance for M&S. To avoid interruptions in services, notify Dealer and Nuance whenever your Technical Contact responsibilities are transferred to another individual.

**6. TECHNICAL SUPPORT FOR PRIOR RELEASES.** Nuance will support the current Upgrade (and related Updates) and the most recent prior Upgrade (and all related Updates). 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. Notwithstanding the foregoing, Nuance shall have no obligation to support a bug, error or other issue if (a) such bug, error or other issue has been corrected in a subsequent release (Update or Upgrade) of the Software; and (b) such subsequent release (Updated or Upgrade) has been provided to You pursuant to the terms and conditions of this M&S Agreement.

**7. RESTRICTIONS AND EXCLUSIONS.** New versions of any Software, such as versions for new operating systems, are not considered an Update or Upgrade, are not within the scope of this Agreement, and are not provided under M&S.

**8. ASSIGNMENT.** Nuance may assign this Agreement or any portion thereof, or subcontract any responsibility hereunder. You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except to an acquirer of Your business in the case of a merger or the sale of all or substantially all of Your assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

**9. LIMITATION ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NUANCE OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE NUANCE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, 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. 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 YOU PAID FOR M&S.**

**10. GENERAL.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect. The controlling language of this Agreement is English. You agree to bear any and all costs of interpreters if necessary. If You have received a translation into another language, it has been

provided for your convenience only. 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. The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding such expiration or termination. The relationship between Nuance and you is that of independent contractors and neither You nor your agents shall have any authority to bind Nuance in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. Except to the extent, if any, applicable law requires otherwise, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, excluding its conflict of law provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods

12. TRADEMARK. Nuance and the Nuance logo are trademarks or registered trademarks of Nuance, Inc. Microsoft is the registered trademark of Microsoft, Inc. All other names and products are trademarks or registered trademarks of their respective owners and are hereby acknowledged.

13. ACKNOWLEDGEMENT. You acknowledge that you have read all of the above terms and conditions, understand them, and agree to be bound by them. You understand that neither the Distributor nor any third party is authorized to make any representations or warranties on Nuance's behalf, nor to vary any of the terms or conditions of this Agreement.

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