



# End User License Agreement

This End User License Agreement (this "Agreement") is a legal agreement between you, an end user individual or entity ("you") and Nuance Communications, Inc. ("Nuance"), and applies to the Nuance Products described and defined below. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO USE THE NUANCE PRODUCTS, YOU ARE NOT PERMITTED TO INSTALL OR ACTIVATE THE SOFTWARE, AND YOU SHALL RETURN THE ENTIRE PACKAGE OF WHICH THIS AGREEMENT IS A PART TO THE PLACE OF PURCHASE WITHIN 180 DAYS OF THE DATE NUANCE SHIPPED THE NUANCE PRODUCTS, AND THE FEES THAT YOU PAID FOR THE NUANCE PRODUCTS WILL BE REFUNDED. If you or a third party acting on your instructions installs and/or activates the Software, then you will be deemed to have accepted and agreed to this Agreement.

## 1. NUANCE PRODUCTS.

"Nuance Products" consist of the specific Nuance Software (and media, if any), Documentation, and/or Hardware (as defined below) that you have purchased or licensed and which are listed in or on the package of which this Agreement is a part (the "Package"), on the authorized website from which you downloaded your Software (the "Download Site"), and/or on the documents provided by the reseller, equipment dealer, system integrator or other Nuance authorized distributor from whom you ordered the Nuance Products (each, a "Distributor").

(a) Software. The "Software" consists of the software products made generally available by Nuance and licensed to you under this Agreement, and may include one or more of the following: eCopy™ ShareScan® software (which is comprised of the (i) eCopy ShareScan Client, and (ii) eCopy ShareScan Services Manager which includes the Administration console); eCopy PaperWorks™ software; and Nuance developed Connectors (each, a "Connector"), and includes updates to the Software which may be provided under the Maintenance and Support Agreement described in Section 12 below. The Software may include certain third party software licensed to Nuance by its suppliers and any upgrades, modified versions, updates, additions and copies thereof.

(b) Hardware. The eCopy ScanStation™ System (the "eCopy ScanStation System") consists of a Central Processing Unit, LCD touch panel, keyboard and/or stand (the "Hardware") which is either bundled with or otherwise intended to operate with certain Software.

(c) Documentation. The "Documentation" consists of certain written Software and/or Hardware documentation provided by Nuance and enclosed in the Package in printed or electronic format, or otherwise provided to you on the Download Site.

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According to its discretion, Nuance may include features in the Software to prevent unlicensed use of the Software. You agree that Nuance may do so. In particular, use of the Software may require You to activate the Software through the Internet (this process may be more fully described during the installation set up of the Software). During such activation, Nuance may collect certain non-personal technical information from your computer concerning your computer or network. You agree that Nuance may do so. You may be required to reactivate the Software if you modify your computer hardware or the Software.



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### 5. USE LIMITATIONS.

This License authorizes you to use the Software for the purposes described in the Documentation to the extent described below:

(a) eCopy ScanStation System. If you purchased a eCopy ScanStation System, then the eCopy ShareScan Client and the Services Manager provided as part of the eCopy ScanStation System may be installed and used on the CPU that is part of the eCopy ScanStation System. You may use each single eCopy ScanStation System for only one single Nuance supported device (whether a multifunction device, scanner, or other scanning device) (each, a "Device").

(b) eCopy ShareScan Software. If you have licensed eCopy ShareScan to operate directly with or within an Nuance supported Device, then the eCopy ShareScan Client software may be installed on or used for a Device, and the Services Manager may be installed and used on one or more network computers to manage eCopy ShareScan on such Device. Each single eCopy ShareScan license authorizes you to use eCopy ShareScan only for one single Device.

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EULA regarding your license of the eCopy PaperWorks Software.

(d) Connectors. Each Connector you have licensed may be installed on a eCopy ScanStation System or a network computer, but must be associated with and operate for eCopy ShareScan on only one individual device (either a eCopy ScanStation System or a Device). If a Connector is made available on a Download Site, then you may download one copy of each Connector you have licensed.

(e) Demonstration Software. If the Software is labeled "Not for Resale" or "NFR" and you are a Distributor, you are granted a limited, revocable, non-exclusive, non-transferable license to use the Software only for demonstration purposes, and not for resale. (If you are not a Distributor, you do not have any rights to access and/or use NFR Software and should return the NFR Software promptly to Nuance.)

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(a) Commencement of License. The License will commence on the earlier of: (i) the date on which the Software is activated in accordance with Section 2 above (or on the date of installation, if no activation is required), or (ii) the date which is one hundred eighty (180) days after the Software (or the Package referencing the Software) is shipped from Nuance. Your product shipment date may be obtained from your Distributor. To the extent you have licensed a bundle of several Software products (and whether such products are contained in your Package or available from a Download Site), then activation or installation of any one component of the bundle will simultaneously commence the License on all components of the bundle, so that the License of all Software components of the bundle will commence at the same time.

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(c) Survival of Agreement. Upon termination of your License, this Agreement shall also terminate, but provisions which should by their nature survive, including provisions on limitations on liability, governing law, audit, and intellectual property rights protections, will survive.

### 9. 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 Software, 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.

### 10. WARRANTY.

The "Warranty Period" is the ninety (90) day period that begins on the date on which the License commences as described in Section 8 above.

(a) Software and Media Warranty and Exclusive Remedy. Except in the case of NFR and Evaluation Software which are provided on an "AS IS" basis, during the Warranty Period and subject to the conditions in Section 10(b) below, Nuance warrants to you that the



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Software will perform substantially as described in the applicable Documentation (the "Software Warranty") and that the media, if any, on which the Software is recorded will be free of defects in materials or workmanship under normal use (the "Media Warranty"). For breach of the Software Warranty, Nuance's and its suppliers' entire liability and your exclusive remedy will be, at Nuance's option, either: (i) repair or replacement of the nonconforming Software, or (ii) refund of the amount actually paid, if any, by you for the Software and termination of the license at issue. For breach of Nuance's Media Warranty, Nuance's and its suppliers' entire liability and your exclusive remedy will be that defective media presented to an authorized Distributor and proven to be defective upon inspection will be exchanged for replacement media by Nuance.

(b) Software and Media Warranty Conditions. The above Software and Media Warranties and remedies are: (i) subject to your notification to your Distributor or Nuance of the warranty claim, and return of the nonconforming Software or media during the Warranty Period, and (ii) void if failure of the Software or media has resulted from accident, abuse, modification, combination and/or use of the Software with other software or hardware not authorized by Nuance or use in a manner not described in the Documentation. Replacement Software and media will be warranted for the remainder of the original Warranty Period.

(c) Hardware Warranty. If you have purchased a eCopy ScanStation System(s), then during the Warranty Period and subject to the conditions in Section 10(d) below, Nuance warrants to you as the original purchaser of the eCopy ScanStation System in new condition in its original container, that the Hardware is free of defective workmanship and materials under normal use and service. Defective Hardware units or parts presented to the Distributor during the Warranty Period and proven to be defective upon inspection by Distributor will be exchanged for a new or comparable rebuilt Hardware units or parts.

(d) Hardware Warranty Conditions. The above Hardware Warranty and remedies are subject to your notification to the Distributor or Nuance of the warranty claim, and the return of the defective Hardware Component during the Warranty Period. This limited Hardware Warranty will only apply to Hardware purchased from Nuance and used with Nuance supported Devices. Such Devices will be warranted, if at all, by the Device manufacturer. This limited Hardware Warranty is void in the following cases: (i) Hardware which is damaged due to: your negligence, neglect, or alteration, or which are damaged due to electric current fluctuations or other accident. (ii) Hardware which is damaged due to your improper use, including: use in a manner inconsistent with the applicable Documentation or specifications, or failure to follow operating instructions and environmental conditions prescribed in Nuance documentation, or Hardware suffering loss or damage due to use with equipment or software not supported by Nuance, including use of the Hardware in any system configuration not recommended in applicable Documentation distributed with the eCopy ScanStation System. Nuance supported devices are described in the applicable Documentation and/or at the Download Site. (iii) Hardware which is damaged by installation or repair by other than the Distributor or other service representative qualified by Nuance and acting in accordance with Nuance's published procedures or service bulletins. (iv) Hardware whose serial number or other original identifying marks have been removed or altered. (v) Hardware suffering loss or damage due to use of parts (other than those



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(e) Obtaining Warranty Service. In order to obtain warranty service for the Software or Hardware, contact the Distributor from which you obtained the Nuance Products. To expedite service, have your Hardware serial number and date of purchase available when you call. Hardware repairs not under warranty will be at such cost as the Distributor or Nuance may from time to time generally establish.

(f) LIMITATION OF WARRANTIES.

(i) You assume responsibility for the selection of the Nuance Products to achieve your intended results and for the installation and use of, and results obtained from, the Nuance Products. Nuance does not warrant that the functions contained in the Nuance Products will meet your requirements or that the operation of the Nuance Products will be uninterrupted or error free. (ii) EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE NUANCE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE AND ITS SUPPLIERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). (iii) THE ABOVE WARRANTIES DO NOT APPLY TO OTHER NON-NUANCE SOFTWARE OR DEVICES WHICH MAY BE INSTALLED IN, CONNECTED TO, OR DISTRIBUTED WITH THE HARDWARE, WHETHER OR NOT SUCH DEVICES ARE SOLD OR INSTALLED BY A DISTRIBUTOR. THE SOLE WARRANTY, IF ANY, WITH RESPECT TO SUCH DEVICES IS THE WARRANTY DISTRIBUTED BY THE MANUFACTURER THEREOF. (iv) EXCEPT AS MENTIONED ABOVE, NO OTHER WARRANTY FOR ANY NUANCE PRODUCTS, WHETHER EXPRESS OR IMPLIED, MAY BE GIVEN BY ANY PERSON, FIRM OR CORPORATION, INCLUDING THE DISTRIBUTOR, WHICH BIND NUANCE. (v) Some jurisdictions do not allow the exclusion of implied warranties, or a limitation on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to thirty days. This warranty gives you specific legal rights. You may have other rights which vary from jurisdiction to jurisdiction.

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This Agreement does not include any maintenance or support services (“Maintenance”) for the Nuance Products, which may be provided under a separate Maintenance and Support Agreement (“Maintenance Agreement”). If you obtain any updates to the Software under Maintenance (an “Update”), whether through a Distributor or directly from Nuance, then you may install and use such Update if: (i) this License for the Software that the Update pertains to remains in effect, and (ii) you have purchased Maintenance for the Software that the Update pertains to and the Maintenance Agreement is then in effect. All such Updates will be licensed to you under the license terms of this Agreement. Updates may not be downloaded, copied or used for any Software that is not then covered by a Maintenance Agreement.

## 13. GENERAL

(a) Export. You agree 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.

(b) U.S. GOVERNMENT RESTRICTED RIGHTS. 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.

(c) Governing Law. 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. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(d) Miscellaneous. 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



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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. 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. 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. Nuance may use your name in any customer reference list or in any press release issued by Nuance regarding the licensing of the Software.

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