

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 Document Imaging, Inc. (“**Nuance**”), and sets forth the terms and conditions under which Nuance will furnish the updates, technical support, and hardware repair services described below (“**M&S**”). **IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT 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 90 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 90 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. SERVICES PROVIDED AND PRODUCTS COVERED.

(a) M&S. Nuance provides M&S for those Nuance software product licenses (“**Software**”) and Nuance hardware products (“**Hardware**”) 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 purchased Nuance Software or Hardware products. “**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 and Hardware products that you have licensed and for which you have purchased M&S. Your Covered Product(s) and the duration of M&S coverage for those Covered Products is listed in the System Manager, 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**”). Hardware and software expiration can be requested from Nuance

2. 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 in System Manager, 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) ninety (90) 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 90 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) 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 the 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.

3. SOFTWARE UPDATES.

(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) **“Upgrade”** 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. Upgrades are not part of M&S.

(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 for each Covered Product. Updates are licensed under the same EULA that governs the corresponding Covered Product and are deemed part of the Covered Product.

(d) Installation of Updates 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.

4. TECHNICAL SUPPORT.

YOU MUST CONTACT YOUR DISTRIBUTOR OR OTHER PARTY FROM WHOM YOU ORDERED YOUR M&S FOR ASSISTANCE IN OPERATING THE COVERED PRODUCTS AND TO DETERMINE BASIC FAULT ISOLATION (“TIER 1 SUPPORT”) AND IN-DEPTH TROUBLESHOOTING THROUGH ANALYSIS AND DEBUGGING (“TIER 2 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 Tier 1 and Tier 2 Support, then the Distributor will escalate the support issue to Nuance for resolution and manage all related communications with you. (You may always access the Nuance technical self-help knowledgebase via Nuance.com).

5. HARDWARE REPAIR.

(a) Hardware Repair Services. To the extent you have purchased M&S for a Hardware Product, then Nuance will at its option either repair or replace at no charge any Hardware component found to be defective during the Term of this Agreement, except as excluded below. If replacement is necessary, the replacement component will be the same, similar, or better than the defective component. Replacements will follow Nuance's then current Return Materials Authorization (RMA) procedures. If Updates to the Covered Products require upgraded or new Hardware components, Nuance does not provide these new Hardware components under M&S.

(b) Exclusions. Nuance will not be responsible for replacing Hardware components in any of the following situations. (i) Hardware components which are damaged due to: your negligence, neglect, or alteration, or which are damaged due to electric current fluctuations or other accident. (ii) Hardware components which are damaged due to your improper use, including: use in a manner inconsistent with the applicable Hardware documentation or specifications, or failure to follow operating instructions and environmental conditions prescribed in Nuance documentation, or Hardware components 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 supported by Nuance. Nuance supported devices are described in applicable Nuance Documentation and/or on the Nuance website. (iii) Hardware components which are damaged by installation or repair by other than the Distributor or other service representative authorized by Nuance and acting in accordance with Nuance's RMA process and published procedures or service bulletins. (iv) Hardware components whose serial number or other original identifying marks have been removed or altered. (v) Hardware components suffering loss or damage due to use of parts (other than those distributed by Nuance) which cause damage to the Hardware or cause abnormally frequent service calls or service problems.

6. ADDITIONAL M&S OFFERINGS

- (a) Online Self-Help – Access to online library of frequently asked questions (FAQs) and troubleshooting steps to resolve most common issues.
- (b) Online Support Access – Access to online support system for opening new service requests and reviewing/updating existing service requests.
- (c) On-Demand Online Training – Access to online library of best practices, “how-to” and “what’s new” videos related to Software installation, configuration and common break-fix troubleshooting procedures.
- (d) Nuance User’s Group – Access to periodic what’s new webinars and electronic newsletters to stay up to date on the best practices to get the most out of the Nuance product line.
- (e) Remote Technical Diagnostics – Communicate with live technical support resources to remotely troubleshoot performance and configuration issues.
- (f) License Key Reset – Upon your request, a license key can be reset so it can be moved to new hardware.

7. TECHNICAL SUPPORT FOR PRIOR RELEASES.

(a) 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.

8. RESTRICTIONS AND EXCLUSIONS. (i) 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. (ii) Any operating system software from Microsoft Licensing Inc. or its affiliates ("**Microsoft**") that has been pre-loaded on Hardware will be supported by Microsoft in accordance with the license agreement accompanying such operating system software, and is not supported by Nuance. (iii) You are responsible for upgrading the Hardware when necessary to maintain compatibility with Updates and Upgrades to the Software. (iv) Nuance may discontinue support for any Nuance developed Connector Software product, if such Connector connects to versions of third party applications that are no longer supported by such third party manufacturer, and Nuance may discontinue or modify its development plans for any Nuance Products (including, without limitation, the Covered Products) as it sees fit at anytime without prior notice and without incurring any liability to you.

9. 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.

10. 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, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF NUANCE TO THE

EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE.

11. 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. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to Nuance's or its Licensors' or Suppliers' intellectual property rights) shall be subject to final and binding arbitration in Boston, Massachusetts, United States of America under the auspices of a single arbitrator pursuant to the commercial arbitration rules of the American Arbitration Association then in effect, with the losing party paying all costs of arbitration. 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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