

Diagenix Corporation



QUOTATION FOR:

Ed Villarreal
Practice Manager
Customer Collaboration
World Wide Technology, Inc
Single Number Reach 480.736.7379
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Nuance Software and Maintenance & Support
End Customer: HMSA
**** Single-Tenant Pricing ****

Quote #: 209_QV072919-01

Page 1 of 1

July 29, 2019

QTY	DESCRIPTION	PART NUMBER	UNIT PRICE	PRICE
SOFTWARE & APPLICATIONS				
24	Nuance Recognizer v10.x - Tier 2 - English, Windows, Per Port License	NUR-T2-EW	\$1,100.00	\$26,400.00
24	Nuance Recognizer v10.x - Tier 2 - ENG, WIN, (Hot Standby) Per Port License - Requires matching license of part#: NUR-T2-EW	NUR-T2-EW-HA	\$550.00	\$13,200.00
12	Nuance Vocalizer TTS v6.x - English, Windows, Per Port License - Includes one "Standard Voice and Language"	NU-VLTTS-EW	\$850.00	\$10,200.00
12	Nuance Vocalizer TTS v6.x - ENG, WIN, (Hot Standby) Per Port License - Requires matching license of part#: NU-VLTTS-EW or NU-VLTTS-EW-M	NU-VLTTS-EW-HA	\$425.00	\$5,100.00
2	Nuance License Manager v11.7.x - WIN Per Site License	NU-LIC-MGR-W	\$0.00	\$0.00
2	Nuance Speech Server (MRCP) v6.x - WIN, Per Site License	NU-NSS-W	\$0.00	\$0.00
MAINTENANCE & SUPPORT				
1	Software Annual Maintenance & Support - Premium - 12 Month Period	DGX-MS02-NS	\$9,882.00	\$9,882.00

Software & Applications >	\$54,900.00
Annual Maintenance & Support >	\$9,882.00
Extended Discount >	40.00% (\$25,912.80)
Total Quoted Amount > >	\$38,869.20

General Requirements & Assumptions:

- * Customer to provide MAC Address of the server(s) that will be running the Software
- * Software will be available via Download within 24-48 hours upon Receipt of PO and/or payment at Diagenix
- * Support Enrollment Period is Effective on the Date of Shipment and is for a 12 month period thereafter
- * Services to be provided during Normal Business Hours
- * **Remote Installation Services provided during Normal Business Hours - at no additional cost**
- * Customer to provide remote access to the server
- * Cisco IOS Gateway and/or Call Manager changes are the responsibility of the Customer
- * Optimization of TTS dictionary, Tuning, Training and Linguist Support sold separately via Diagenix Professional Services

Note: Any and all insurance required by End Customer of Diagenix to carry out its work noted in this quote will be invoiced to Customer at actual cost plus 15% legal and administration fee

Terms: Net 60

**** Please Note:** Diagenix Accepts Master Card, Visa and American Express however the Total Solution Pricing will Increase if paid by Credit Card to >
Maximum Credit Card Purchase amount is \$50,000

\$40,618.31

Prices are in US currency (USD)

Taxes and Tariffs are NOT included.

Price Valid: 90 Days

This quote is in accordance with the attached Terms and Conditions of sale and End User License Agreement(EULA), Diagenix Standard Support Agreement and Diagenix Return Policy and Procedures a copy of which will be provided upon Request.

Diagenix reserves the right to correct any arithmetic errors. Diagenix will recalculate and resend the corrected quote immediately upon detection of error.
MSTR-QV-TMP-v010116

The following information contained in this quotation is STRICTLY CONFIDENTIAL INFORMATION and may not be disclosed or distributed to any competitor or organization without the prior written consent of Diagenix Corporation. Customer may use this information to generate its own quote for the purpose of re-selling the following items listed herein.

TERMS AND CONDITIONS OF SALE

Diagenix Corporation., including its subsidiaries and/or affiliates ("Seller"), makes all sales of its products ("Products") to buyer ("Buyer") subject to the following terms and conditions:

1. Acceptance of Terms and Conditions. Seller's acceptance of all orders, however made, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions, and Seller will not accept, and expressly objects to and rejects, any other terms and conditions (whether written or oral) originating from Buyer that purport to modify, add to, or otherwise vary the terms and conditions stated herein. Buyer's acceptance of these terms and conditions shall be indicated by any of the foregoing: (a) Buyer's written acknowledgement or other act or expression of acceptance, (b) Buyer's offer to purchase Products from Seller, (c) Buyer's acceptance of shipment from Seller, or (d) Buyer's payment for any Products.

2. Shipment/Title/Risk of Loss/Taxes. Title to the Products shall pass to Buyer upon delivery of the Products to (1) electronically via email, FTP or other electronic means or (2) the common carrier or (3) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products.

3. Shortages/Rejection of Delivery. All claims for shortages or rejection of delivery must be made by Buyer to Seller in writing within a period of forty-eight (48) hours from receipt of Products and must state in reasonable detail the grounds therefore. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the Products and acknowledged that NO shortage or grounds for rejection exists.

4. Security Interest. Buyer grants Seller a security interest in all Products sold hereunder and to all Products now or hereafter acquired by Buyer from Seller, and to any proceeds thereof, until the purchase price and any other amounts due to Seller have been paid in their entirety. Buyer hereby authorizes Seller to prepare and file any financing statement listing the Products as collateral and to file any such financing statement in such filing offices as the Seller may deem appropriate. Buyer further agrees promptly to execute any other documents requested by Seller in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.

5. Payment. All Products must be paid in full prior to Shipment to Buyer unless otherwise agreed to in writing by Seller. All credit purchases must be paid in full in accordance with Seller's normal terms of sale, which are Net sixty (60) days from date of invoice. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is lower. In the event that the Buyer is more than sixty (60) days past due on any outstanding invoice the Seller may immediately invoice Buyer for the full amount of any **"EXTENDED DISCOUNT"** offered to the Seller for its Products as noted in each individual Seller invoice or quotation to Buyer. All drafts dishonored for any reason shall be assessed a fifty-five dollar and 00/100 (\$55.00) service charge. In the event that Buyer stops payment on any drafts issued to Seller, for any reason, Buyer hereby recognizes that Seller would suffer damage, the exact amount of which cannot be determined with certainty, and Buyer shall pay Seller liquidated damages in the amount of five hundred and 00/100 (\$500) for each such draft in addition to the purchase price. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer agrees to not unnecessarily dispute such charges and further agrees to use best efforts to resolve any good faith dispute. Seller has no continuing obligation to deliver Products on credit. Seller may extend credit to Buyer for purchasing Products to the extent Buyer may be eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's absolute discretion. In the event that Buyer's account with Seller is dormant for more than six (6) months and has a credit balance, Buyer agrees that Seller may impose a monthly administrative charge for inactivity at a rate of the lesser of ten and 00/100 dollars (\$10.00) a month or the credit balance outstanding on Buyer's account. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Seller to Buyer.

6. Returns. The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return merchandise authorization ("RMA") policies and procedures, which are located on Seller's website and in Seller's catalog. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RMA from Seller. All returns are subject to in-house credit only.

7. Warranties by Seller. Product warranties, if any, are provided by the manufacturer and or Seller End User License Agreement ("EULA") a copy of which will be provide upon request and at the time of order fulfillment.

8. Events of Default. Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.

9. Remedies of Seller.

A. In General. Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers and secured parties under the Uniform Commercial Code.

B. Mitigation of Damages. Should Seller repossess any of the Products because of Buyer's default, Seller may make a commercially reasonable effort to sell such Products at a reasonable price to a third party, provided, however, that Seller shall have no obligation to actively seek out and solicit potential third party Buyers for said Products.

C. Collection Costs. In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller.

D. Rights and Remedies Not Exclusive. No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.

10. Time of the Essence. Time is of the essence with respect to each of the provisions of this agreement.

11. Indemnification. Buyer agrees to indemnify and hold Seller and their officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.

12. Limitation of Liability. In the event that a Product's malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or the failure of the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions or this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. IN NO EVENT SHALL SELLER BE LIABLE FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Assignment. This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller.

14 Waiver. No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreements to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.

15. Severability. If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.

16. Governing Law/Venue. This agreement shall be construed and enforced in accordance with the laws of Commonwealth of Massachusetts without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of Massachusetts. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of Massachusetts as its agent for service of process in the United States.

17. Entire Agreement/Modification. The parties intend this agreement to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer hereunder are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.