

NUANCE MOBILE DEVELOPER PROGRAM LICENSE AND HOSTING SERVICES AGREEMENT

THIS NUANCE MOBILE DEVELOPERS PROGRAM LICENSE AND HOSTING SERVICES AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND NUANCE COMMUNICATIONS, INC., ("NUANCE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY). YOU MUST AGREE TO THE TERMS OF THIS AGREEMENT IN ORDER TO INSTALL AND USE THE SOFTWARE WITH THE SERVICE. BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ARE (1) ACKNOWLEDGING THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, CONSENT TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT, AND (2) REPRESENT THAT YOU ARE NOT A NUANCE COMPETITOR, AS DEFINED BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU ARE A NUANCE COMPETITOR, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT DOWNLOAD THE SOFTWARE OR USE THE SERVICE.

For purposes of this agreement, "Nuance Competitor" means any person or entity that is involved in the research or development of (1) speech recognition software, (2) voice authentication software, (3) text-to-speech software, (4) text input software, or (5) paper-to-digital imaging solutions.

If you are a Nuance Competitor, you may not download or use this Software or Documentation. You hereby represent that as of the time you accept this Agreement and thereafter continuously during the Term of this Agreement, that you are not a Nuance Competitor.

1. DESCRIPTION. The Nuance Mobile Developers Program consist of certain client software applications identified below ("Software"), that permits you to access certain server applications installed at a Nuance facility (the "Service"). In order to access the Service, you must install the Software, which is downloaded to your product ("Product"). For the purposes of this Agreement, a "Product" shall mean a single (as applicable): mobile device, personal computer, server or an embedded automotive hardware platform, that permits access to the Service by one individual person or machine at a time.

Software: Dragon Mobile SDK

Service: Server-based short message dictation, freeform websearch, and text to speech applications supporting languages as stated at <http://dragonmobile.nuancemobiledeveloper.com/faq.php>

2. LICENSE GRANT. Subject to the terms of this Agreement, Nuance grants you a personal, revocable, non-exclusive, non-transferable right to use the Software to develop one or more applications to install on a Product and to access the Service via the Product, subject to the following limitations:

- (a) to no more than one (1) concurrent connection;
- (b) to connections from no more than 3 unique devices per day;
- (c) to daily volume not to exceed 100 transactions per day; and
- (d) to a ninety (90) day term from your acceptance of this Agreement (the "Term");

You may make a copy of the Software for internal back-up purposes only, provided that such copy bears the original copyright, patent, and other intellectual property notices and markings. You agree to provide Nuance with reasonable feedback on the results of the evaluation, including recommendations for improvements and specific reasons for commercialization decisions with respect to the Service.

3. LICENSEE OBLIGATIONS.

(a) You agree to set a unique, Nuance provided, AppID and 64byte AppKey in the client software before connection to the system is accepted. Nuance reserves the right to deny connection attempts to the service where licensee does not set the correct reporting identifiers.

(b) You further agree not to reuse dictation credentials among your end users. Every end user must be identified with a unique identifier in the connection attempt to the Service. Unique identifiers allow the Service to adapt over time to the end users speaking pattern.

4. RESTRICTIONS; PROPRIETARY RIGHTS.

4.1. RESTRICTIONS. To the extent permitted by applicable law, you may not: (a) submit any automated or recorded queries to the Service unless otherwise approved in writing by Nuance; (b) use the Software or Service for blogging or any other similar web journaling; (c) use the Software or Service for commercial use; (d) access the Service with software or means other than the Software; (e) copy,

reproduce, distribute, or in any other manner duplicate the Software, in whole or in part; (f) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Software, in whole or in part; (g) modify, port, translate, or create derivative works of the Software; (h) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Software or Service by any means; (i) remove any proprietary notices, labels or marks from the Software; or (j) use the Software and/or Service for purposes of comparison with or benchmarking against products or services made available by third parties.

4.2. PROPRIETARY RIGHTS. Nuance and its licensors own all right, title, and interest in the Software and Service including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith, and all title to such rights shall remain solely in Nuance and/or its licensors. Unauthorized copying of the Software or Service, or failure to comply with the above restrictions, will result in automatic termination of this Agreement and all licenses granted hereunder, and will make available to Nuance all legal and equitable remedies for breach thereof. Notwithstanding anything to the contrary, you acknowledge and agree that Nuance shall not be restricted from creating, or having created on its behalf, any application, or feature or function contained therein, regardless of the similarity to your application, feature or function contained therein.

4.3. THIRD PARTY SOFTWARE. The Software and Services may contain a copy of the Speex codec in executable form. You acknowledge that use of the Speex codec is subject to the conditions and disclaimers listed in revised BSD license found at <http://www.xiph.org/licenses/bsd/speex/>. © 2002-2003, Jean-Marc Valin/Xiph.Org Foundation.

4.4. SPEECH DATA; PERSONAL DATA.

(a) As part of the Service, Nuance collects and uses Speech Data, as defined below, to tune, enhance and improve the speech recognition and other components of the Service, and other Nuance services and products. In accepting the terms and conditions of this Agreement, you acknowledge, consent and agree that Nuance may collect the Speech Data as part of the Service and that such information shall only be used by Nuance or third parties acting under the direction of Nuance, pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition and other components of the Service, and other Nuance services and products. Nuance will not use the information elements in any Speech Data for any purpose except as set forth above. "Speech Data" means the audio files, associated transcriptions and log files provided by you hereunder or generated in connection with the Service.

(b) You further acknowledge, consent and agree that as a result of your use of the Service, the Speech Data may contain personal data, and such personal data has been collected, processed and transferred to Nuance in accordance with all applicable legislation and regulations, including but not limited to the EU Directive 95/46/EC, regarding data protection and applicable contractual provisions herein (including but not limited to confidentiality undertakings).

(c) You agree to hold Nuance harmless against any claim in relation to Nuance's use of the Speech Data, including but not limited to any personal data.

(d) Any and all information that you provide will remain confidential and may be disclosed by Nuance, if so required, to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law, or in the event of a sale, merger or acquisition to another entity by Nuance.

5. CONFIDENTIAL INFORMATION. Neither party shall disclose or use the other party's Confidential Information (as defined below) except as provided in this Agreement while this Agreement is in effect and for three years following termination or expiration of this Agreement; provided, however, that the foregoing restriction shall be perpetual as to all software. A party may disclose Confidential Information to its agents or employees who have a need to know and who are bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if required by law, provided, however, that the receiving party shall notify the disclosing party of such requirement immediately in writing and will reasonably cooperate in obtaining a protective or similar order. "Confidential Information" means (a) the Software and the Service, and all related technology, algorithms, and information contained therein, including related trade secrets; and (b) any other information, including but not limited to product plans, designs, prices, non-published financial information, business opportunities, research, development, and know-how designated as confidential at the time of disclosure; or (c) any information that ought, in good faith, to be treated as confidential given its nature and/or the circumstances of its disclosure. "Confidential Information" does not include information that (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known

and available in the public domain through no fault of the recipient; (ii) was rightfully known to the recipient at the time of disclosure and this can be shown by reasonable evidence; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the Confidential Information of the disclosing party; or (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and this can be shown by reasonable evidence.

6. SUPPORT. To facilitate the process of evaluating and testing of the Software and Service, upon Nuance personnel availability, Nuance may provide reasonable support services through email, a support forum or other means to Licensee's designated personnel to provide such personnel with clarification of functions and features of the Software and Service, integration support, and defect support in connection therewith. Support does not include any customization or professional services, including but not limited to grammar development or tuning of applications.

7. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT NUANCE IS PROVIDING THE SOFTWARE AND SERVICE TO YOU SOLELY TO PERMIT YOU TO EVALUATE AND USE THE SOFTWARE AND SERVICE. CONSEQUENTLY, YOU AGREE TO TAKE ALL PRECAUTIONS AND SAFEGUARDS NECESSARY TO PROTECT YOUR DATA AND SYSTEMS FROM LOSS OR DAMAGE. NUANCE PROVIDES THE SOFTWARE AND SERVICE "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUANCE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NUANCE, ITS OFFICERS, DIRECTORS, AND EMPLOYEES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF COVER, ARISING FROM THE USE OF THE SOFTWARE OR SERVICE, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9. TERM; TERMINATION. This Agreement begins on your acceptance of the terms and conditions of this Agreement and expires upon the expiration of the Term, unless otherwise terminated herein. Nuance may terminate this Agreement, and the license granted hereunder, at any time in its sole discretion, with or without cause, by notifying you that the Service has been terminated. This Agreement shall terminate automatically upon the breach of any of its terms and conditions by you. Upon termination, you shall immediately stop use of and shall delete all copies of the Software.

10. EXPORT COMPLIANCE. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. U.S. GOVERNMENT END USERS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

12. MARKETING. During the Term, you acknowledge and agree that Nuance may use your company name in any publicity, advertising, or similar activity, with regards to your participation in the Nuance Mobile Developer Program. Upon the prior written consent of Nuance, you may use Nuance's name in any publicity, advertising, or similar activity, with regards to your participation in the Nuance Mobile Developer Program, provided you properly refer to refer to Nuance as: "Nuance Communications, Inc. (Nasdaq: NUAN)"

13. TRADEMARKS. Third-party trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the Software or Service are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. The use of such Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by Nuance with such company, or (ii) an endorsement or approval of such company of Nuance and its products or services.

14. GOVERNING LAW. This Agreement and any action related thereto shall be governed, controlled,

interpreted and defined by and under the laws specified below, and the parties agree shall be subject to the exclusive jurisdiction of the applicable courts specified below:

(a) Your principal place/country location is a country within the European Economic Area (EEA), Europe, the Middle East or Africa, or Russia: governing law and exclusive jurisdiction shall be England.

(b) Your principal place/country location is a country within the Asia- Pacific Economic Cooperation (APEC) (excluding Russia, the United State of America and Canada): governing law and exclusive jurisdiction shall be State of New South Wales, Australia.

(c) All other countries: governing law shall be Commonwealth of Massachusetts and all applicable federal laws of the United States of America, with exclusive jurisdiction in the Commonwealth of Massachusetts, United States of America.

This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

15. GENERAL LEGAL TERMS. You may not assign or otherwise transfer any rights or obligations under this Agreement without Nuance's prior written consent. This Agreement is the entire agreement between Nuance and you and supersedes any other communications or advertising with respect to the Software and Service. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. The failure of Nuance to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Sections 4, 5, 7, 8, 9, 14 and 15 of this Agreement shall survive the expiration or termination of this Agreement.

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