

END-USER LICENSE AGREEMENT SpeechExec Software and SpeechLive Service

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(e) Trial license

SPS offers the opportunity, to download the SOFTWARE PRODUCT from the SPS website for trial purposes. If you have installed the SOFTWARE PRODUCT for trial purposes, your rights to use the SOFTWARE PRODUCT are limited to the 30 day trial period running from your initial installation. After the expiration of the trial period, the SOFTWARE will stop running, but you have the option to convert the trial license into a perpetual license.

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In order to use the full functionality of the SOFTWARE PRODUCT, you have to activate the SOFTWARE PRODUCT. Activation associates the use of the software with a specific workstation computer. During activation, the SOFTWARE will send certain information to SPS. This information includes the license key, certain information derived from the hardware configuration (hash value) as well as such customer data that you voluntarily provide during the installation (name, company, email, industry, country). By using the SOFTWARE PRODUCT, you consent to the transmission of this information to SPS. After the time scheduled for activation expires, the use of the SOFTWARE PRODUCT will be restricted until the SOFTWARE PRODUCT is activated.

Once the SOFTWARE PRODUCT is activated, it can be used on the activated hardware. In case of a hardware change, the SOFTWARE PRODUCT on the new hardware can be activated by the

user through the previous revokation process on the old hardware, or through a support request. This is possible until the SOFTWARE PRODUCT reaches its End Of Support. For up-to-date End Of Support information for the SOFTWARE PRODUCT, visit the support section of the website www.dictation.philips.com.

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8. Changes to the contract

SPS reserves the right to change this license agreement from time to time. The changes take effect immediately for new license agreements. In existing license agreements, the changes do not take effect for you until you have approved these changes or start using new versions of the SOFTWARE PRODUCT that are licensed under revised license terms. To this end, SPS provides you with suitable information about the planned changes in a timely manner before they go into force. The information can also be sent by e-mail. You are deemed to have approved the changes if you do not object to them in writing or by e-mail within 4 weeks of having received the information. SPS will inform you of this deadline separately and about the fact that approval of the changes is deemed to be given if no legal objection to them is made.

9. Severability

If any provision of this License Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced.

10. Applicable Law, place of Jurisdiction

This License Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflicts of law provisions and the United Nations Convention of Contracts for the International Sale of Goods.

The parties agree and acknowledge that any action or proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought in the State or Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and each party hereby irrevocably submits to the jurisdiction of those courts.

11. Additional Terms for Speech Recognition Software incorporated into SpeechExec Software

There is a dedicated SpeechExec Software available which includes a built in speech recognition functionality provided by Nuance Communications Ireland Limited (“Nuance”) that allows you to have your recorded dictations converted to text form by means of automatic speech recognition. This version requires a dedicated license. You acknowledge and agree that the SpeechExec Software with this incorporated speech recognition functionality may not be used in the healthcare industry. The speech recognition functionality is subject to the following additional terms.

- (a) SPS grants to end customer(s) upon payment of the agreed license fee a non-exclusive, non-transferable right and license to use the Nuance Software incorporated into the SpeechExec Software
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B. SpeechLive Service

The provisions of this entire License Agreement apply to the SpeechLive Service. Your use of the SpeechLive Service is absolutely conditioned upon the terms and conditions set forth below in addition to all non-conflicting, applicable terms set forth above. Where there is a conflict between the terms set forth in Section A above and the terms specific to the SERVICE as set forth below, the terms set forth below shall apply, govern and control with respect to your use of the SERVICE.

1. Scope of License

SPS offers access to the SpeechLive Service, an internet-based service, on a time-limited, subscription basis. With the SpeechLive Service you have the option to upload dictations to an online storage provided by SPS and to manage your dictations for so long as you are an active subscriber to the SpeechLive Service and up to date with all payments due for such service. If you would like to use the SpeechLive service, you have to purchase a license. If you would like to use the SpeechLive service in combination with the SpeechExec Software, you must further activate the SpeechLive functionality in the SpeechExec Software. During activation you must accept the displayed privacy policy.

2. Usage rights

SPS grants you upon payment of the agreed license fee a non-exclusive and non-transferable right to use the SERVICE which is limited to the agreed term of the contract (subscription period).

A user license for the SpeechLive Service required for any single user who uses the SpeechLive Service (Single User License).

Other than rights to access and use the SpeechLive Service as expressly set forth above, no other rights or licenses in or to the SpeechLive Service are granted hereunder or otherwise implied.

3. SpeechLive Account

In order to use the SpeechLive Service a SpeechLive account is required. In your SpeechLive account you can manage the user rights and add new users, as long as the licensed number of users is not exceeded, and delete users. You can also change your personal data, review invoices and make backup copies of your dictations stored on the SpeechLive online storage. Should your personal data that you provided to us when you created the SpeechLive Account change, you have to promptly update your personal data.

4. Trial license

SPS offers the opportunity, to test the SpeechLive Service free of charge for the purpose of a single, non-renewable trial. If you have registered for a SpeechLive Account for trial purposes, your rights to use the SpeechLive Service are limited to a single 30 day trial period. After the expiration of the trial period, the SpeechLive Service may no longer be used, but you have the option to license and access the SpeechLive Service on a subscription basis.

5. Terms of Use, prohibition of abuse

- (a) You may not make available the SpeechLive Service to third parties for commercial purposes.
- (b) You must use the services offered by SPS in compliance with any applicable laws and refrain from each and any misuse of the services. In particular, you may not
 - i. transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy;
 - ii. transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses or worms;
 - iii. interfere with or disrupt our sites, servers or networks or take any action that imposes an unreasonably or disproportionately large load on our infrastructure
 - iv. attempt to gain unauthorized access to computer systems, accounts or data of other users.
- (c) You shall be solely responsible for your own user content (in particular dictations) and for all activities occurring under your user name and password of your SpeechLive account, that are due to your conduct, inaction or negligence.
- (d) In order to prevent any unauthorized use, you are responsible for maintaining the confidentiality of your SpeechLive account details (user name, password) and to immediately contact us by email to live.support@speech.com in case of any suspicion of abuse. SPS reserves the right to block your SpeechLive account without prior notification, in case you breach these terms of use or in case there is a reasonable suspicion of abuse.

6. Availability of the SpeechLive Service

SPS will use all commercially reasonable efforts to ensure that availability of the SpeechLive Service will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. The availability of the service depends in particular also on the availability of communication services and networks, which are not within SPS' area of responsibility. Furthermore, your access to SpeechLive Service may be occasionally suspended or restricted to allow for necessary maintenance services.

7. Disclaimer of Warranties, Liabilities and Damages

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8. Term

The SpeechLive service is licensed on a time-limited, subscription basis. A subscription runs for an unspecified period until it is terminated by you or SPS.

Your license to the SpeechLive Service will be automatically terminated in the event you do not pay fees and charges when due hereunder. SPS also reserves the right, at its sole discretion, to suspend or terminate your access to the SpeechLive Service in the event SPS determines that you are in breach of the terms and conditions set forth in this Agreement.

The termination of all or single user licenses can be done at any time via the SpeechLive account online or can be sent in writing to SPS. The termination takes effect at the end of the current billing period. The billing period is 3 months at most and is indicated on the SpeechLive account. Upon receipt of your termination you will receive an email confirming the termination and also indicating the effective date of the termination.

After expiration of the subscription, the SpeechLive service can no longer be used. However, you have the option of downloading your dictations that you stored on the SpeechLive online storage if you do so within 30 days after the expiration of your subscription. After that, the dictations are irrevocably deleted by SPS.

7. Changes; Modifications

Notwithstanding anything to the contrary herein, SPS reserves the right to alter or modify the SpeechLive Services upon notice to subscribers, including without limitation adjustments or modifications to the user interface, modifying the mix of services and functionality, and/or changes in the tools, technology and/or third-party vendors used to deliver the SERVICES, and to make all such modifications and changes generally available to all SPS subscribers; provided, however such changes may not adversely affect the performance or overall functionality of the SERVICES.

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