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# General terms and conditions of sale

## 1. General

Welcome to the SpeechLive Online Shop located at [www.speechlive.com](http://www.speechlive.com) (the "Online Shop" or "Website"). The Online Shop is a website operated by Speech Processing Solutions USA, Inc (hereinafter referred to as "SPS", "we" or "us"). These general terms and conditions apply to customers wishing to order SPS products, in particular software licenses and/or service subscriptions ("Products") in the Online Shop. The terms and conditions set forth below are intended as the final expression, and contain the complete and exclusive statement, of the agreement between the parties governing the purchase and sale of Products, superseding all previous or simultaneous communications either oral or written. To place an order you must accept the terms and conditions within the order process. By submitting your order, you accept and agree to be bound by these terms and conditions in full without exception or reservation.

SPS reserves the right to change these terms and conditions at any time without prior notice. Such changes however only apply to new orders and will have no effect on orders that were submitted before posting of such revised terms and conditions on this Website.

## 2. Placing Your Order

The Products presented on the Website represent SPS's offer to sell the Products subject to the terms and conditions set forth herein, which offer may only be accepted in full. All Product orders are subject to availability and SPS's acceptance. If SPS does not accept your order or if the Product ordered is not available, SPS will use commercially reasonable efforts to inform you promptly.

The Products presented on the Website represent SPS's offer to sell the Products subject to the terms and conditions set forth herein, which may only be accepted in full. All Product orders are subject to availability and SPS's acceptance. If SPS does not accept your order or if the Product ordered is not available, SPS will use commercially reasonable efforts to inform you promptly.

When SPS sends you an e-mail confirming receipt of your order, this does not constitute our acceptance of your order. We only accept your order and conclude the contract, when we explicitly confirm acceptance of your order via email and/or dispatch the ordered Product to you and/or make available the Product for download.

## 3. Prices

Prices shall be the then-current prices published on this Website at the time of order and are in USD. All prices are subject to change at SPS's discretion by posting on this Website. Such revised pricing shall be effective as of the date the pricing is posted on this Website and shall apply to all orders placed after the date of such publication.

For Products where fees are paid on an on-going basis, SPS reserves the right to change the pricing applicable to such Products from time to time. SPS will provide you with notice identifying the planned pricing changes in a timely manner before such changes will become effective. The notice will be sent to you by e-mail or any other notice method reasonably intended to bring such price change to your attention. Such notice will set out the effective date of the change, the changes being made to the pricing, and remind you of your right to terminate in the event you do not agree to such price change, subject to the following terms and conditions. Your sole remedy in the event you do not wish to accept a price change shall be to refuse the change and terminate the contract for the applicable Products (including the license to use same, if applicable). If you have prepaid any amounts attributable to periods of time after the effective date of your termination hereunder, within sixty (60) days following the effective date of your termination, SPS will refund to you all

such amounts prepaid for periods of time after the effective date of your termination, less any amounts outstanding and unpaid. If you refuse the change, you must notify SPS within thirty (30) days of SPS's notice.

Except as may be prohibited by applicable law, if you continue to use the Products thirty (30) days after SPS's notice, you expressly agree that you: (a) will be deemed to have accepted the pricing change, with no additional written agreement or express acknowledgment required; and (b) specifically waive any applicable statutory requirements for notice and express acceptance of such pricing change except for those provided in this section. SPS will inform you of this deadline separately and that, where permitted by applicable law, approval of the changes is deemed to be given if no legal objection to them is made.

Prices shown on the Website exclude all taxes or charges ("Taxes") that may apply to your purchase. Prices shown on the Website also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the check-out page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase. Each item in your Shopping Cart is shown at the current price.

License fees are billed once or on an ongoing basis as indicated by the website. Ongoing license fees are generally billed quarterly in advance unless otherwise stated on the website. Unless otherwise mutually and expressly agreed between the parties, ongoing license fees are subject to change as stated above; provided, however you shall have the opportunity to terminate your services if you object to such revised pricing.

Value indexing: The parties agree to retaining the value of the ongoing fees.

#### 4. Paying for your Products

The methods of payment are explained on the Website.

If you are paying by credit card, then you must supply your credit card details when you place your Order. Your credit card will be charged when we issue your invoice or at the time of shipment of your Products and making available the Product for download respectively. SPS will not process your order until your credit card issuer has authorized the use of your card for payment of the Products and/or services ordered. If SPS does not receive such authorization SPS shall inform you accordingly. SPS reserves the right to verify the identity of the credit card holder by requesting appropriate documentation.

If you are paying by online-payment procedure your account will be charged when we receive your order. If we cannot accept your order, we will refund the purchase price immediately.

In your SpeechLive account at [www.speechlive.com](http://www.speechlive.com) you can change your payment data at any time and review your invoices. If you change your payment data, you will have to pay transaction costs of USD 1 (excluding VAT). The costs for this transaction will be refunded within the next 24 hours.

#### 5. Delivery of your Products

Software Products purchased at the Online Shop will be delivered exclusively by electronic means via email and/or by making a download link available to you usually immediately upon purchase, at the latest within 3 working days from the conclusion of the contract.

#### 6. Terms for software and services

In addition to these General Terms and Conditions the respective terms for software and services apply to any software programs and services that we make available to you or that may be downloaded from the Website. The SpeechExec Software and the SpeechLive Service are subject to the **End-User License Agreement**. The SpeechLive Transcription Service is subject to the additional terms and conditions concerning the SpeechLive Transcription Service and the Speech Recognition Service is subject to the additional terms and conditions concerning the Speech Recognition Service.

## 7. Disclaimer; Limitation of Liability; Time for Claims.

Except as may be otherwise expressly set forth in the license agreement with respect to software and services that we make available to you on our website and/or that may be downloaded from our website, SPS shall not be liable for incidental, special, indirect or consequential or other similar damages including but

not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, loss of data, claims of third parties, including personal injury or death on account of use of the Products, whether or not SPS has been advised of the potential for such damages. SPS's total liability hereunder from any cause whatsoever (except liability from personal injury caused by SPS's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the price paid to SPS for the Products that are the subject of your claim. All claims against SPS must be brought within one year after the cause of action arises, and you expressly waive any longer statute of limitations.

Other than the limited warranties, if any, set forth in the applicable SPS license agreement and/or SPS subscription agreement with respect to SPS software and services, SPS makes no other warranties, express or implied, on Products hereunder AND SPS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, TIMELINESS, UNINTERRUPTED, OR ERROR-FREE OPERATION, OR OTHERWISE. THE DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITY SET FORTH HEREIN CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT WITHOUT WAIVING THE EXCLUSIVE GOVERNING LAW CLAUSE BELOW, SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, THE APPLICATION OF LIMITATIONS OF LIABILITY TO CERTAIN TYPES OF CUSTOMERS, OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF SPS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING CONTAINED IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OR PURPORT TO LIMIT OR EXCLUDE ANY LIABILITY WHERE SUCH LIMITATION OR EXCLUSION IS VOID OR UNENFORCEABLE OR OTHERWISE NOT PERMITTED UNDER APPLICABLE LAW.

## 8. Data Protection

Your personal data that you submit on the occasion of an order or your registration in the Online Shop will be electronically stored and processed for the purpose of order fulfilment. You agree that we may use such data (name, address, email, industries sector) also for our own marketing purposes and to regularly send you information on our products, special offers, news and other customer information via mail and email. You may revoke your consent at any time in your SpeechLive account settings or by written notification to us (see contact details below).

The data will be processed in conformance with the SPS Privacy Policy and any applicable laws.

## 9. Miscellaneous

This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by SPS.

This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

The invalidity or unenforceability of any provision of these terms and conditions shall not adversely affect the validity or enforceability of the remaining provisions.

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.

## 10. Contact

Speech Processing Solutions USA, Inc

10745 Westside Way, Suite 225

Alpharetta, GA 30009

[live.support@speech.com](mailto:live.support@speech.com)

### **ADDITIONAL TERMS AND CONDITIONS CONCERNING THE SPEECHLIVE TRANSCRIPTION SERVICE**

Using the SpeechLive Transcription Service by Speech Processing Solutions USA, Inc (hereinafter "SPS", "we" or "us") allows you to have your recorded dictations transcribed in text form.

To use the transcription service you need a SpeechLive account. If you do not have a SpeechLive account, you first have to acquire a licence for the SpeechLive service in the SpeechLive online shop at [www.speechlive.com](http://www.speechlive.com).

To use the transcription service you also have to acquire a credit of transcription minutes in the SpeechLive online shop. When acquiring such credit you may select a transcription language. The transcription language is the language of the dictation. You may choose from German, English (UK), English (US) and French. Please bear in mind that the language chosen cannot be changed after your first purchase of a credit. The language chosen also applies to future credit purchases.

The transcription minutes are automatically debited from your credit when a service is provided. The number of transcription minutes used is calculated on the basis of the length of dictation (in minutes), the language and the priority of a dictation and the number of speakers (see below). No separate invoices will be issued in respect of the minutes used. You may check your transcription minutes credit and the minutes used at any time in your SpeechLive account. You may use your transcription minutes credit 24 months after purchase of the credit. The credit will expire after the end of 24 months of the purchase date.

### **Additional special terms and conditions concerning the English and French transcription service**

The following information applies to the transcription of dictations with a single speaker:

#### **Priority**

For English dictations you may choose between "standard priority" and "high priority". If you choose standard priority, one transcription minute will be debited per commenced minute of a dictation. In the case of high priority, 1.25 transcription minutes will be debited per commenced minute of a dictation.

All French dictations will be processed as "standard priority" dictations.

### Transcription time

English and French dictations will be transcribed 24/7/365. Standard priority dictations with a length of up to 120 minutes are usually transcribed within 24 hours (best effort). High priority dictations may not be longer than 25 minutes.

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
English (UK/US)	Standard	120	24
English (UK/US)	High	25	5
French	Standard	120	24

The following information applies to the transcription of dictations with **more than one speaker** (“multi-speaker”):

SPS offers fixed prices for dictations with 2, 3 and 4-5 speakers. The price for 6 or more speakers (6+) is an approximate indication. The actual price will be determined upon review of the dictation. In this case you will receive a quote from SPS by email. You may then choose to accept the offer, or cancel the transcription of this dictation. In case you decide to cancel your transcription, SPS may charge an analysis fee of 4% of the approximate indication or at least USD 28.

If you specify the wrong number of speakers, the price will be calculated according to the actual number of speakers and debited from your balance. If you have insufficient credit, an automated payment will be triggered. If this payment cannot be completed, the dictation will be put on hold until payment has been made and the missing credit has been transferred to the transcription service.

For English and French dictations with more than one speaker with a length of up to 180 minutes (3 hours), the transcription time is 72 hours (best effort).

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
English / French	---	180	72

SPS strives to transcribe dictations within the indicated transcription time and free from error, but the transcription time and the quality of transcription significantly depend on the audio quality, comprehensibility and speed of a dictation. As a consequence, SPS can neither guarantee nor assure that the indicated transcription times are complied with and transcriptions are free from error. If the audio quality of a dictation is poor and makes transcription more difficult, you will be informed about any additional costs in advance and may decide whether you would like to order the transcription or not.

### Additional special terms and conditions concerning the German transcription service

The following information applies to the transcription of dictations with a single speaker:

#### Priority

You may choose between “standard priority” and “high priority”. If you choose standard priority, one transcription minute will be debited per commenced minute of a dictation. In the case of a high priority German dictation, 1.5 transcription minutes will be debited per commenced minute of a dictation.

### Transcription time

German dictations will be transcribed within our business hours from Monday to Friday between 8 a.m. and 8 p.m. (local time Austria, Germany), except public holidays. Standard priority dictations with a length of up to 120 minutes are usually transcribed within 24 hours (best effort). High priority German dictations are usually transcribed within 8 hours (best effort). High priority dictations may not be longer than 25 minutes.

**Please note that the completion periods indicated are to be calculated on the basis of working time regulations in Germany and the above transcription times are based solely on business hours between 8 a.m. and 8 p.m. (local time Austria, Germany) on working days in Germany (Monday to Friday).**

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German	Standard	120	24
German	High	25	8

The following information applies to the transcription of dictations with **more than one speaker** (“multi-speaker”):

SPS offers fixed prices for dictations with 2, 3 and 4-5 speakers. The price for 6 or more speakers (6+) is an approximate indication. The actual price will be determined upon review of the dictation. In this case you will receive a quote from SPS by email. You may then choose to accept the offer, or cancel the transcription of this dictation. In case you decide to cancel your transcription, SPS may charge an analysis fee of 4% of the approximate indication or at least USD 28.

If you specify the wrong number of speakers, the price will be calculated according to the actual number of speakers and debited from your balance. If you have insufficient credit, an automated payment will be triggered. If this payment cannot be completed, the dictation will be put on hold until payment has been made and the missing credit has been transferred to the transcription service.

For German dictations with more than one speaker with a length of up to 120 minutes (2 hours), the transcription time is 72 hours (best effort).

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German	---	120	72

SPS strives to transcribe dictations within the indicated transcription time and free from error, but the transcription time and the quality of transcription significantly depend on the audio quality, comprehensibility and speed of a dictation. As a consequence, SPS can neither guarantee nor assure that the indicated transcription times are complied with and transcriptions are free from error. If the audio quality of a dictation is poor and makes transcription more difficult, you will be informed about any additional costs in advance and may decide whether you would like to order the transcription or not.

### Basic standards

The German transcription service transcribes all dictations sent in accordance with the following principles: You receive a transcript of your voice file produced using the "STAB" (*Sinn, Text, Anweisungen, Buchstabierung* (Meaning, Text, Instructions, Spelling)) method (see also [composition and dictation rules](#)) and a comprehensive transcription approach. This includes the following services:

- ##S mark is used for incomplete sentences and incomprehensible connections (defendant becomes claimant, etc.)
- passages that are hard to understand are listened to multiple times, applying the two pairs of ears principle in difficult cases
- two pairs of eyes principle is applied for voice files that are hard to understand
- number of ## marks is actively reduced by researching ("Duden" dictionaries, Internet) words, names, technical terms, etc. that have not been spelled out.

### Basic standards for single-speaker dictations

Single-speaker dictations are dictations with only one speaker that have not been recorded in the style of an interview. The turnaround time is generally 24 hours during business hours (Monday to Friday, 8 a.m. to 8 p.m.), with a maximum dictation volume of 120 dictation minutes per customer.

### Basic standards for multi-speaker dictations

Separate rules apply to dictations with multiple speakers and dictations that have been recorded in the style of an interview and therefore require the same formatting effort as multi-speaker dictations. The turnaround time is generally 72 hours during business hours (Monday to Friday, 8 a.m. to 8 p.m.), with a maximum dictation volume of 120 dictation minutes per customer.

### Charging based on dictation quality levels

The German transcription service is obliged to assign a quality level for dictations in German. To do so, the [composition and dictation rules](#) in DIN standard 5009 are applied.

The prices indicated below result from the differing amounts of work involved in the transcription, based on the quality of the dictation transmitted.

Customers are assigned to one of the following dictation quality levels:

Dictation quality level	Description	Price
1	Very easy to understand	Basic price
2	Easy to understand	Basic price x 1.275
3	Hard to understand	Basic price x 1.55
4	Very hard to understand	Basic price x 1.667

For German dictations, the German transcription service enters the dictation quality level on the SpeechLive website and the customer can see this in the 'Account' area. If a customer has more than one person performing dictations, the dictation quality level assigned is based on an average. The transcription service may revise the dictation quality level upwards or downwards at any time.

The level assigned is based on the following criteria:

**Very easy to understand** (level 1): The dictations have been recorded in a quiet environment with no background noise in accordance with our composition and dictation rules on the basis of DIN 5009.

**Easy to understand** (level 2): The dictations have largely been recorded in accordance with our composition and dictation rules on the basis of DIN 5009. However, occasional, minor background noise can be heard, there is very little punctuation or the formatting instructions have not been dictated clearly, for example.

**Hard to understand** (level 3): The dictations recorded comply with our composition and dictation rules on the basis of DIN 5009 to a limited extent only. For example, interfering background noise can be heard most of the time, there is no punctuation or the dictation is spoken with a slight dialect.

**Very hard to understand** (level 4): The dictations have been recorded in a strong dialect, highly interfering background noise (e.g. building site, railway station, airport) can be heard, the dictations are recordings of telephone calls or presentations, for example, or the speaker uses very staccato, faltering speech, making the meaning difficult to follow.

For a new customer the first 10 dictation minutes are charged in price class 1. The German transcription service may apply a different price class to any subsequent minutes. If a customer has more than one person performing dictations, the dictation quality level assigned is based on an average. The German transcription service may revise the price class upwards or downwards at any time.

If an additional charge is required for individual dictations (e.g. due to incorrect number of speakers), the German transcription service will close this order in the system.

A distinction is made here between two different scenarios:

- If it is immediately apparent that more dictation minutes will need to be debited, the German transcription service will set the dictation minutes to "1" and attach a Word document containing the corresponding information. This dictation minute will be charged for accordingly.
- If it only becomes apparent during transcription that additional dictation minutes will need to be debited, the German transcription service will adjust the number of dictation minutes to the number of minutes actually transcribed and then charge for these accordingly. A Word document containing the corresponding information and the part already transcribed will be attached.

If the transcription of a dictation takes longer than indicated for reasons attributable to SPS, you may cancel your order subject to a 3-hour grace period and the transcription minutes debited for the relevant order will be credited. To the extent permitted by law, we disclaim any further claims (including, without limitation, claims for damages).

In case of force majeure or if there occur any other unpredicted events beyond our control (such as strikes, business interruptions, failure of communication networks), the delivery period shall be extended for the duration of the event. SPS will immediately inform you of any such event. Where such events continue over a period of more than 7 days, you may cancel your order and the transcription minutes debited for the relevant order will be credited. To the extent permitted by law, we disclaim any further claims (including, without limitation, claims for damages).

The correctness in terms of language and content of the dictation to be transcribed by SPS shall be solely the customer's responsibility. SPS does not accept any responsibility and liability for the correct reproduction of names, addresses and figures. You should therefore check the transcribed text as to its correct reproduction before using it for further purposes. Moreover, the limitations of liability and disclaimers pursuant to Section 8 ("Liability") of our General Terms and Conditions are applicable.

Details of the order processing procedure can be found in the following [information sheet](#).



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## **ADDITIONAL TERMS AND CONDITIONS CONCERNING THE SPEECH RECOGNITION AND SPEECH-TO-TEXT SERVICE**

Using the Speech Recognition and Speech-to-text Service allows you to have your recorded dictations converted to text form by means of automatic speech recognition.

To use the Speech Recognition and Speech-to-text Service, you need a SpeechLive account. If you do not have a SpeechLive account, you first have to acquire a licence for the SpeechLive service in the SpeechLive online shop at [www.speechlive.com](http://www.speechlive.com).

To use the Speech Recognition Service you also have to acquire a credit of speech recognition minutes in the SpeechLive online shop. When the service is utilised, the speech recognition minutes are automatically deducted from your credit. Calculation of the number of speech recognition minutes is based on the length of your dictation (in minutes). One speech recognition minute is deducted for each minute or partial minute of dictation. No separate invoices will be issued in respect of the minutes used. However, you may check your speech recognition minutes credit and the minutes used at any time in your SpeechLive account. You may use your speech recognition minutes credit 36 months after purchase of the credit. The credit will expire after the end of 36 months of the purchase date.

No minutes need to be purchased for the Speech-to-text service, which is marked as a "beta version". This functionality can be used without additional charge until further notice.

The Speech Recognition Service supports up to 21 languages. Prior to submitting a dictation for speech recognition, you should select the correct language for the dictation. You may only select one language per dictation. However, the Speech-to-text service allows you to change the language within a dictation.

The uploaded dictations are processed by a speech recognition program and automatically converted to text form. No prior training phase is required and none is provided. You cannot expand the vocabulary of the speech recognition system to include special vocabulary items of your own.

For the speech recognition service the duration of the speech recognition corresponds roughly to the length of the dictation, i.e. speech recognition of a 10-minute dictation will take approx. 10 minutes. When using the Speech-to-text service, speech is detected in real time.

The rate of speech recognition will depend substantially on the quality of the audio (including, inter alia, microphone settings and ambient noise), the speech patterns of the speaker, particularly the clarity and speed of the dictation, and on the vocabulary used. In general, the automatic Speech Recognition Service is designed for use by native speakers of the language in question. Use of the automatic Speech Recognition Service in languages other than your native language is not recommended, and may adversely affect the automatic speech recognition of the words and phrases spoken. To the extent permitted by law, SPS is thus unable to warrant any specific rate of speech recognition.

For this reason, to the extent permitted by law, SPS do not accept any responsibility and liability for the correct reproduction of any dictation. It is thus strongly recommended that you check the converted text as to its correct reproduction before using it for further purposes. Moreover, the limitations of liability and disclaimers pursuant to Section 8 ("Liability") of our General Terms and Conditions are applicable.

### **Rights of use and limitations**

SPS grants you a non-exclusive, non-transferable right to use the speech recognition software deployed by the Speech Recognition and Speech-to-text Service for this purpose, pursuant to the terms of this agreement. You acknowledge that the copyright and all other intellectual property rights to the speech recognition software shall remain vested in SPS and/or its licensors.

You are not permitted to market, distribute or offer the Speech Recognition and Speech-to-text Service to third parties or to use the service yourself to offer services to third parties. You may not use the Speech Recognition Service for any automated requests or access the service with software which does not come

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from SPS. In addition, you are not authorized to (a) copy, reproduce, distribute or in any other manner duplicate the software or the service, (b) sell, lease, license, sublicense or otherwise grant rights to the software or the service as a whole, (c) modify, translate or create derivative works of the software or the service, (d) decompile, disassemble or reverse-engineer the software or the service or any portion thereof or otherwise attempt to reconstruct, identify or discover the source code, underlying ideas or algorithms of the software or the service, (e) remove any proprietary notices (f) use the service for purposes of comparison with or benchmarking with other products or services of third parties.

### **Trademarks**

Third-party trademarks, trade names, product names and logos (the “Trademarks”) contained in the speech recognition software or used by the Speech Recognition Service are the trademarks of their respective owners. The use of the Trademarks is intended solely to denote interoperability and does not constitute (i) an affiliation of SPS and of its licensors with such, or (ii) an endorsement or approval by such trademark owner of SPS and its licensors.

### **Privacy Policy**

As a part of its Speech Recognition and Speech-to-text Service, SPS (and its licensors) uses speech data. “Speech Data” means the audio files or words you dictate and the associated transcriptions and log files generated in connection with your use of the Speech Recognition and Speech-to-text Service. SPS (and its licensors) will not use the content or information elements of any Speech Data except for the purposes of delivering you the service or as otherwise permitted by this agreement.

To provide the Speech Recognition and Speech-to-text Service, SPS uses external service providers who contract with SPS and are subject to duties of confidentiality. In particular, SPS uses SPS Nuance Communications Ireland Limited (“Nuance”) and Google Ireland Limited as a service provider for speech recognition. Nuance and Google may process your Speech Data for the purpose of this service outside the USA, to enable you to receive the Speech Recognition Services, including other countries. By using the Speech Recognition and Speech-to-text Service, you expressly consent to allowing your data (including Speech Data) to be transmitted abroad for such purposes.

We will always treat your personal data confidentially and process such data in conformity with the applicable legal rules and the SPS Privacy Policy.

Last update: 22<sup>nd</sup> June, 2020