



MASTER END USER LICENSE AGREEMENT

THIS MASTER END USER LICENSE AGREEMENT (“the Agreement”) is by and between Nuance Communications, Inc., having a place of business at One Wayside Road, Burlington, MA, 10803, United States (“Nuance”) and an “Ordering Activity” as defined in GSA Order ADM 4800.2G and as revised from time to time. Nuance and Ordering Activity are sometimes referred to individually as a “Party” and collectively as the “Parties”.

1 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the meanings set forth below

1.1 “**Affiliates**” means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if: (i) that other entity has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.2 “**Applicable Software Schedule(s)**” means the Software Schedules(s) that have been completed and signed by Nuance and Ordering Activity and are incorporated into this Agreement and attached as Annex A-‘X’ hereto where ‘X’ designates the next integer in the sequence starting with the number 1. (Thus, each Annex A will be sequentially numbered as Annex A-1, Annex A-2, etc.)

1.3 “**Documentation**” means the programmer’s guide and other related materials that Nuance may supply to Ordering Activity to facilitate the use of Nuance Software.

1.4 “**Nuance Software**” means the software in executable form referenced in any attached Software Schedule, including all corrections, modifications, enhancements, Updates and Upgrades (if any) thereto that Nuance may provide to Ordering Activity under this Agreement.

1.5 “**Order**” means an order for Nuance Software and/or Support Services issued by Ordering Activity in the form of Exhibit a or Ordering Activity’s purchase order that lists the Nuance Software, languages, number of license units and license type, and/or selection of Support Services.

1.6 “**Special Contract Terms**” means the terms and conditions contained in a Software Schedule

1.7 “**Software Schedule**” means a schedule that lists the Nuance Software, prices, license rights, Support Services, and Special Contract Terms that apply to the purchase of the specified Nuance Software.

1.8 “**Support Services**” means the maintenance and support services, consulting services, and other services listed in, and subject to the terms and conditions contained in, an Applicable Software Schedule.

1.9 “**Update**” means a release of Nuance Software that contains error corrections and/or minor functional enhancements.

1.10 “**Upgrade**” means a version of Nuance Software that contains substantial functional enhancements.

2 LICENSE GRANT

2.1 **Grant of License Rights.** With respect to any Nuance Software which Nuance provides to Ordering Activity, Nuance hereby grants to Ordering Activity, and Ordering Activity hereby accepts, the non-exclusive, non-transferable license right to use such Nuance Software and associated Documentation, and access to Support Services, for the limited purposes expressly permitted in the Applicable Software Schedule.

2.2 **Proprietary Rights; Restrictions.** As between Ordering Activity and Nuance, Nuance or its licensors retains all right, title, and interest in and to the Nuance Software and Documentation, and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith,

and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith. Without limiting the generality of the foregoing, Ordering Activity will not itself, directly or indirectly: (a) modify, port, translate, or create derivative works of the Nuance Software or Documentation; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Nuance Software or Documentation by any means (except to the extent permitted by mandatory laws); (c) sell, lease, license, sublicense, copy, market or distribute the Nuance Software or Documentation, except as expressly permitted in this Agreement, (d) remove any proprietary notices, labels or marks from the Nuance Software or Documentation; or (d) release to a third party the results of any benchmark testing of Nuance Software. In no event shall anything in this Agreement or in Nuance's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed. All rights not expressly granted to Ordering Activity under this Agreement are reserved by Nuance and/or its licensors..

3 ORDERS; LICENSE FEES; TAXES

3.1 Orders and Shipment. Ordering Activity may order Nuance Software and/or Support Services by issuing an Order to an Authorized Reseller. Unless rejected by Nuance within a reasonable time after receipt by Nuance, Orders are deemed to have been accepted. Shipment of Nuance Software shall, at Nuance's discretion, be via electronic delivery or shipment via media. If shipment is via media, shipment is governed by the terms of the relevant GSA Schedule 70 contract.

3.2 License Fees and Other Prices. In consideration of (a) the licenses granted to the Nuance Software listed in an Order, and (b) Support Services specified in an Order, Ordering Activity hereby agrees to pay to Nuance the license fees and prices specified in the applicable Order. Nothing contained in any purchase order Ordering Activity may submit will modify or add to the terms of this Agreement, unless accepted by Nuance in writing.

4 CONFIDENTIAL INFORMATION

4.1 Definition. Subject to the exceptions contained in this Section, "Confidential Information" shall mean all information (a), including third party information, disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the receiving Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, (b) disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure; and (c) for Nuance, the Nuance Software, Documentation, and information provided as part of Support Services. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it: (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 Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is disclosed with the prior written approval of the Disclosing Party; or (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

4.2 Permitted Disclosure. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

4.3 Use and Obligations. The Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than as provided in this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information to third parties as the Receiving Party uses to protect its own like Confidential Information of a like nature. Confidential Information received by a Receiving Party hereto may be disclosed to and used by such Receiving Party's employees, agents and contractors in accordance with the terms and conditions of this Agreement, and each Party shall be liable for any act or omission by its Affiliates, and its and their respective employees, agents and contractors, which, if performed or omitted by such Party, would be a breach of this Agreement. Each Party agrees that its Affiliates, and its and their respective employees, agents and contractors, shall be bound by the terms of an agreement protecting against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to

any person who does not have a need for such information.

4.4 Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

5 LIMITED WARRANTY; DISCLAIMERS

5.1 Limited Warranty. Subject to this Section 5.1, Nuance warrants that, for a period of thirty (30) days from initial delivery of Nuance Software (the "Warranty Period"); the Nuance Software, if properly installed by Ordering Activity in accordance with Nuance's published instructions, will substantially conform to the specifications in the Documentation. If the Nuance Software does not conform to such specifications, Ordering Activity shall promptly notify Nuance and provide Nuance with all available information so that Nuance can reproduce any such non-conformity. Nuance's sole obligation for any breach of warranty is to undertake reasonable commercial efforts, as set forth in Section 5.2 below, to remedy any substantial non-conformity reported by Ordering Activity.

5.2 Warranty Support. During the Warranty Period, Nuance shall provide telephone consulting services and/or written support services through fax, email or other manner to Ordering Activity's designated personnel to provide such personnel with defect support relative to the Nuance Software and Documentation. Such warranty support shall consist of providing Ordering Activity (and only Ordering Activity) assistance when either (a) a failure of the Nuance Software to substantially conform with the specifications contained in the Documentation, or (b) an incorrect or incomplete statement or diagram in the Documentation substantially impairs Ordering Activity's use of the Nuance Software. Nuance will analyze the claim of Ordering Activity that one of the foregoing conditions exists and inform Ordering Activity of the result of its analysis. If such a condition is confirmed by Nuance, Nuance will exercise commercially reasonable efforts to provide Ordering Activity with corrected Nuance Software or Documentation, as applicable, as soon as possible. If a correction is not commercially feasible in Nuance's reasonable opinion, Nuance may discharge its obligations under this Section 5 by refunding any license fee paid and accepting a return of the Nuance Software. Warranty support services shall be provided during Nuance's normal business hours (Eastern U.S. Time), Mondays through Fridays (excluding Nuance-specified holidays).

5.3 NO OTHER WARRANTIES. THE FOREGOING CONSTITUTES NUANCE'S SOLE OBLIGATION, AND COMPANY'S EXCLUSIVE REMEDY, WITH RESPECT TO BREACH OF THE FOREGOING LIMITED WARRANTY. EXCEPT FOR WARRANTIES STATED IN THIS SECTION 5, NUANCE DISCLAIMS AND MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Nuance shall not be obligated to honor any warranties provided in the GSA Schedule 70 contract as between the Ordering Activity and the GSA Contractor authorized to resell Nuance software that are inconsistent herewith.

6 INDEMNIFICATION

6.1 By Nuance. Nuance shall indemnify Ordering Activity against any claim or action brought by a third party, during the Term, to the extent it is based on a claim that the Nuance Software directly infringes any United States patent, copyright or trademark, or misappropriates a trade secret, of such third party. Nuance will indemnify Ordering Activity against any losses, damages, and expenses that are attributable to such claim or action and are assessed against Ordering Activity in a settlement to which Nuance has consented or a final judgment. Nuance shall have the foregoing obligations only if Ordering Activity provides Nuance with: (a) a prompt written notice of any such claim or action; (b) the right to intervene in any such proceedings at Nuance's own expense through counsel of its choice; and (c) all available information and assistance reasonably necessary to provide a consultation on any settlement and/or the defense of any such claim or action. Nuance shall not be responsible for any attorneys' fees or other expenses or costs that Ordering Activity incurs before receipt of Ordering Activity's notice of the claim or action. Notwithstanding anything to the contrary in the foregoing, Nuance's obligations under Section 6.1 (By Nuance) do not apply to open source software.

6.2 Limited Remedies. If the Nuance Software becomes, or in the opinion of Nuance, is likely to become, the subject of an infringement claim or action, Nuance may, at its option and in its sole discretion, discharge its obligations under this Section 6 (Indemnification) by: (a) procuring, at no cost to Ordering Activity, the right to continue using the Nuance Software; (b) replacing or modifying the Nuance Software to render it non-infringing, provided there is no

material loss of functionality; or (c) if, in Nuance's reasonable opinion, neither (a) nor (b) above are commercially feasible, refunding the amounts Ordering Activity paid for such Nuance Software depreciated on a straight-line sixty (60) month basis.

6.3 Exclusions. Nuance will have no obligation or liability under this Section 6 (Indemnification) for any claim or action regarding any claim resulting from any of the following: (a) modifications to the Nuance Software by a party other than Nuance; (b) the combination or use of the Nuance Software with other products, processes, or materials not provided by Nuance if the Nuance Software itself would not infringe; (c) where Ordering Activity continue allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement; or (d) Ordering Activity's use of the Nuance Software in a manner that is not in compliance with the terms of this Agreement.

6.4 Exclusive Obligation. This Section 6 (Indemnification) states the sole obligation and exclusive liability of each Party (express, implied, statutory or otherwise), and the sole remedy of the other, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

7 LIMITATION AND DISCLAIMER OF DAMAGES

7.1 Application. Nothing in this Agreement shall be taken to exclude or limit liability to the extent that such exclusion or limitation is not permitted by applicable law.

7.2 Limitation of Liability. The total aggregate liability of Nuance and its Affiliates, and their respective officers, agents, suppliers and employees, to Ordering Activity and its Affiliates, and their respective officers, agents, customers and employees, for any and all claims arising under this Agreement or otherwise arising from the transactions contemplated herein, regardless of the form of action (including, but not limited to actions for breach of contract, negligence, strict liability, rescission and breach of warranty) will not exceed the aggregate fees actually paid to Nuance under this Agreement during the one year preceding such claim. Nuance's limitation of liability is cumulative with all Ordering Activity's payments during such one-year period being aggregated to determine satisfaction of the limit. The existence of more than one claim shall not enlarge or extend the limit.

7.3 No Consequential Damages. IN NO EVENT SHALL NUANCE OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, AGENTS, SUPPLIERS AND EMPLOYEES, BE LIABLE TO THE COMPANY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS AND EMPLOYEES, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF, OR LOSS OF USE OF, SOFTWARE OR DATA, LOSS OF CUSTOMERS, LOSS OF ANTICIPATED SAVINGS AND LOSS OF PROFITS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL LIMIT OR DISCLAIM THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES AGAINST THE GSA SCHEDULE CONTRACTOR AS PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

8 TERMINATION

8.1 Term. This Agreement commences on the Effective Date, and, unless terminated earlier, will continue in effect indefinitely (the "**Term**"), unless the Parties otherwise agree in writing.

8.2 Effect of Termination. Upon the termination of this Agreement, Ordering Activity shall immediately: (a) cease use of the Nuance Software (in any form, including partial copies in its possession or under its control); (b) destroy all copies of the Nuance Software and certify in writing to Nuance that no copies have been retained by it within ten (10) days of such termination; and (c) pay any outstanding amounts due to Nuance.

8.3 Survival. Notwithstanding anything to the contrary in this Section 8, the provisions of Sections 1 (Definitions), 2.2 (Proprietary Rights; Restrictions), 4(Confidential Information), 5.3 (No Other Warranties), 7 (Limitation of Liability), 8 (Termination), and 9 (General Terms) shall survive expiration or termination of this Agreement.

9 GENERAL TERMS

9.1 **Authorized Reseller.** Nuance has signed agreements with certain organizations (each, an “**Authorized Reseller**”) to promote, market and support certain Nuance Software, and to resell licenses of Nuance Software. Each such Authorized Reseller remains independent and separate from Nuance. Nuance is not responsible for the actions, statements or recommendations of Authorized Resellers or any obligations such Authorized Resellers have to Ordering Activity. In the event Ordering Activity purchases from an Authorized Reseller a license to Nuance Software and/or Support Services pursuant to an Order under this Agreement, the terms of this Agreement will be modified with respect to each such Order as follows:

9.1.1 Ordering Activity shall pay to such Authorized Reseller the license fees and Support Services fees related to each such Order.

9.1.2 In the event Ordering Activity is entitled to receive a refund in accordance with the provisions of Section 5.2, Ordering Activity shall obtain such refund from the Authorized Reseller upon Ordering Activity’s receipt of a return of the Nuance Software from Ordering Activity.

9.2 **Assignment.** Ordering Activity shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by Nuance. Notwithstanding the foregoing, Ordering Activity may assign its rights hereunder in their entirety pursuant to: (i) a merger with; (ii) the sale of substantially all of its assets to; or (iii) a consolidation with a third party; provided (a) Ordering Activity provides Nuance with prompt written notice of such sale, merger or consolidation, and (b) the assignee agrees to be bound by all terms and conditions set forth by this Agreement. Nuance shall not assign this Agreement, in whole or in part, to a third party except in accordance with procedures based on FAR Subpart 42.12.

9.3 **Force Majeure.** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

9.4 **Notices.** All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing). Notice shall be deemed delivered and effective: (i) when delivered personally, (ii) five (5) days after posting when sent by certified United States mail (return receipt requested), or (iii) one (1) day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

9.5 **Relationship Between the Parties.** In all matters relating to this Agreement, Ordering Activity and Nuance shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. Nuance shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Nuance hereunder unless otherwise provided herein. Nuance shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the services with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Ordering Activity and any such third parties, nor any obligation on the part of Ordering Activity, to pay or to ensure the payment of any money due any such third party.

9.6 **Governing Law.** This Agreement shall be governed by the laws of the United States.

9.7 **Partial Invalidity; Waiver.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Parties shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

9.8 **Entire Agreement; Headings; Counterparts.** No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each

of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.9 Export Controls; Government Use. Ordering Activity will comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S Government prime contractor or subcontractor (at any tier), the software, services and related documentation are “commercial items” as that term is defined at 48 C.F.R. 2.101. The software and documentation consists 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 and documentation with only those rights set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first set forth above.

_____ (Ordering Activity) Nuance Communications Inc

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX A-1
TO MASTER END USER LICENSE AGREEMENT
VOICE BIOMETRICS SOFTWARE SCHEDULE

THIS ANNEX A-1 is issued under the Master End User License Agreement (“the Agreement”) by and between Nuance Communications, Inc. (“Nuance”) and **Ordering Activity**”.

License Grant Purpose:

In accordance with Section 2. License Grant of the Agreement, Ordering Activity is granted the right to use the Nuance Software subject to the following.

- **Grant of License Rights – Internal Development Use.** With respect to any Nuance Software listed in an Order as a software development kit or SDK, Nuance hereby grants to Ordering Activity, and Ordering Activity hereby accepts, the non-exclusive, non-transferable perpetual (unless otherwise terminated) license right to use such Nuance Software and Documentation internally on the number of Ports (as defined below) or other license types listed solely for internal development purposes.
- **Grant of License Rights – Production Use.** With respect to any Nuance Software listed in an Order as for production use, Nuance hereby grants to Ordering Activity, and Ordering Activity hereby accepts, a non-exclusive, non-transferable, perpetual (unless otherwise terminated) license to use the Nuance Software and Documentation so listed for its internal business use on a per Port, per Server, per Speaker, per Transaction or other license type, as specified in the applicable Order. Notwithstanding anything to the contrary in this Annex A, Ordering Activity shall not use the Nuance Software in a portal, service bureau, application hosting or application service provider environment unless approved by Nuance in writing.
- **Back-up Copies.** Ordering Activity may make a reasonable number of copies of the Nuance Software for Ordering Activity’s internal back-up and archival purposes only, provided that all such copies shall bear the original and unmodified copyright, patent, and other intellectual property markings.

Special Contract Terms:

None

Pricing:

List prices for Nuance Software are governed by the relevant GSA Schedule 70 contract and Order.

Calculation of Biometrics Transactions for pricing purposes: The following transactions will be counted as Biometrics Transaction in Nuance Voice Biometrics product suite:

Verification	Comparing an audio sample to a voiceprint of a speaker
Identification	Comparing a new* audio sample to a predefined or ad-hock group of voiceprints
Fraudsters Detection	Comparing an audio sample to a watch list comprised of fraudsters' voiceprints
Enrollment	An addition of an audio sample to a speaker’s voiceprint – as part of a process to create a biometric representation of the sample content (voice template)
ASR\Utterance validation	In VocalPassword - using NR10 implicitly for ASR functionality
Calculation of Biometrics Transactions	-Multiple biometric transactions on a single audio file or stream count as one. -Multiple biometric transactions in the same session (possibly using multiple audio files or streams) count as one transaction as long as they involve a single speaker\group. -The number of audio files\streams that can be associated with a single transaction is limited as follows: This number is reset every time there’s a change in speaker\group within a session.

	Exceeding this number will be considered as starting a new transaction - VocalPassword: 10 - When working in session-less mode, each API call initiates an internal session hence count as a transaction
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Support Services and Payments:

- **Support Services.** If ordered by Ordering Activity and if available through the relevant GSA Schedule 70 contract, Nuance will provide the maintenance and support services as described in the then-current Nuance Support Services Guide published on <http://support.nuance.com>, the terms of which are incorporated into this Agreement. If Ordering Activity elects to purchase Support Service for any Nuance Software licenses, Ordering Activity will be required to purchase Support Services for all of Ordering Activity’s Nuance Software licenses of the same software. Ordering Activity may not purchase Support Services for only a portion of such Nuance Software licenses. In addition, when purchasing Support Services, all Nuance Software licenses must be supported at the same service level. By way of example, if Ordering Activity elects to purchase Nuance 24X7 Support Services for any Nuance Software license, Ordering Activity will be required to purchase 24X7 Support Services for all of its Nuance Software Licenses.
- **Support Period.** If Ordering Activity elects to purchase Support Services, Ordering Activity’s right to receive Support Services shall be deemed to begin upon the date(s) on which the Nuance Software was delivered to Ordering Activity and shall extend for a twelve (12) month period thereafter (an “Initial Maintenance Period”); subsequent Support Services periods extending for twelve (12) months commence immediately on expiration of the prior maintenance period (each a “Maintenance Period”); provided that Ordering Activity has issued an Order for such Support Services. Ordering Activity may renew a Maintenance Period by issuing an Order for Support Services at least thirty (30) days prior to expiration of the then-current Maintenance Period.
- **Updates and Upgrades.** Unless Ordering Activity has purchased a maintenance and support service plan under which Nuance provides Updates and Upgrades, Ordering Activity shall have no right to Updates or Upgrades.
- **Performance.** Nuance will use commercially reasonable efforts to provide Support Services to Ordering Activity (and only Ordering Activity). Nuance will have no obligation to correct an Error, if the Error is the result of (a) Ordering Activity's failure to implement all Updates, Upgrades, Error corrections, or modifications to the Nuance Software; (b) changes to the operating system or environment which adversely affect the Nuance Software; (c) alterations of or additions to the Nuance Software not authorized by Nuance; (d) interconnection or integration of the Nuance Software with other software products not supported by Nuance; or (e) use of the Nuance Software on equipment other than the equipment for which such Nuance Software was designed for use on. Under no circumstances does Nuance warrant or represent that all Errors can or will be corrected.

Open Source:

Certain Nuance Software contains executable versions of Open Source Software. Nuance Software which contains executable versions of Open Source Software and the particular components of Open Source Software and described in the applicable Product ‘about’ box

Audit:

Nuance shall have the right to conduct an audit of Ordering Activity’s books and records to confirm compliance with the terms of this Agreement. Such audit shall be conducted by a mutually acceptable public accounting firm. Ordering Activity agrees to cooperate with Nuance in the conduct of such audit within thirty (30) days of notice, subject to any security measures the Ordering Activity deems appropriate. Any audit shall be performed during normal business hours.

Other Definitions:

ASR	Automated speech recognition
DTMF	Dual Tone Multi Frequency
End Pointer Software-	Software component that detects the initial speech in a telephone call in

Standard	connection with ASR software
End Pointer – Other	Wake-up Word is used to detect a particular word in a speech stream; Selective Barge-In is used to activate barge-in capability only when a specific word or phrased is detected.
Grammar	A Closed Grammar and/or an Open Grammar
NL or Natural Language	Capability of recognizing more than one unique item within a caller’s utterance
Open Grammar	A grammar that supports statistical language models, robust parsing and may support statistical semantic modeling through SpeakFreely or Accuroute
OSR	OpenSpeech Recognizer Software
Port/Conversation	<p>As used in the context of ASR or speaker verification/authentication software (the Software), "Port" means the audio connection between the Software and a live caller or other agent able to use speech to support a single Conversation.</p> <p>A "Conversation" commences when a telephone caller is first connected to a computer system that detects the caller’s speech (using either Nuance’s or another party’s speech detection technology) for speech recognition purposes through use of Nuance Software (the "Computer System") and continues until the first of the following to occur: (a) the caller's telephone (or equivalent device) completely terminates the speech recognition portion of the connection between the telephone (or equivalent device) and the network or networks that connect it to the Computer System; (b) the telephone caller's connection is transferred to a live operator/agent; (c) the caller intentionally transfers the connection to a resource which is independent of the Computer System; or (d) although the caller may remain connected to the Computer System, the Computer System will not further process the caller's spoken words for speech recognition purposes prior to termination of the call as defined in (a) above.</p> <p>As used in the context of text-to-speech (“TTS”) software, "Port" means an audio connection from the TTS software and a live caller or other agent to receive and not store audio. TTS software is licensed for the maximum number of simultaneous outbound ports enabled to deliver the output of the TTS software configured in the system.</p>
Seat	As used in the context of Nuance biometric software, “Seat” means an agent position, regardless of the method of audio acquisition used (TDM, VOIP, etc.). As used in the context of Nuance biometric software, “Seats” means the maximum number of agent positions that can simultaneously access and use the Nuance biometric software. This is not the floating number of agents at any given time.
TTS	Text-to-Speech
User	As used in the context of Nuance biometric software, a User is a person with a unique identifier in the Voiceprint database. A User can have one or more Voiceprints enrolled on the system.
Voiceprint Enrollee	As used in the context of Nuance biometric software, an individual person who is assigned a unique identifier by Ordering Activity in the Voiceprint Repository. A Voiceprint Enrollee may have one or more Voiceprints in the Voiceprint Repository.
Voiceprint	As used in the context of Nuance biometric software, a compact representation of speech data for a particular Voiceprint Enrollee that is created during an enrollment phase for that Voiceprint Enrollee. A Voiceprint for a Voiceprint Enrollee is saved in the Voiceprint Repository and may be later retrieved and

	compared with new speech data to determine whether the new speech data is associated with the Voiceprint Enrollee who made the Voiceprint.
Voiceprint Repository	In the context of Nuance biometric software, a repository of Voiceprints associated with individual Voiceprint Enrollees created by End User.

EXHIBIT A
TO MASTER END USER LICENSE AGREEMENT
FORM OF ORDER

THIS Order is effective as of _____ (the “**Order Effective Date**”) and is issued under the Master End User License Agreement (“**the Agreement**”) incorporated into the terms of the GSA Schedule 70 contract by and between Nuance Communications, Inc. (“**Nuance**”) and _____ (“**Ordering Activity**”).

1. Nuance Software Authorized for Production Use under Software Schedule of Agreement

Nuance Software (Name, Version Number and SKU)	Components	Number and Type of License (Type is license type, such as Port, Server, User)	Discount	List Price	Extended Price

2. Nuance Software Authorized for Internal Development Use Only Under Software Schedule of the Agreement:

Nuance Software	Components	Number and Type of License	Discount	List Price	Extended Price

TOTAL LICENSE FEES \$ _____

3. Maintenance and Support Service Provided to Ordering Activity for the Nuance Software Listed in Section 1 Above

Item	Price
Maintenance & Support/ Premium or 7x24	
If Ordering Activity elects not to purchase Maintenance & Support, confirm by initialing here	

4. Authorized Reseller related to this Order:

Authorized Reseller Name: _____
 Authorized Reseller Address: _____
 Authorized Reseller Contact Name: _____
 Authorized Reseller Telephone Number: _____

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective duly authorized representatives as an instrument under seal effective as of the date last signed below.

_____ (Ordering Activity) By: _____ Name: _____ Title: _____ Date: _____	Nuance Communications Inc By: _____ Name: _____ Title: _____ Date: _____
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