CONFIDENTIAL

License Agreement for
Fusion Narrate™ powered by nVoq™

This Fusion Narrate License Agreement ("Agreement"), by and between Digital Voice Systems of Florida, Inc, ("**Company**"), a Florida Corporation with offices at 315-C West Busch Blvd, Tampa, FL 33612 and the Party identified as the Customer ("**Customer**"), in the Sales Order Agreement shall be binding and deemed effective when the Sales Order Agreement is executed by all parties (the "Effective Date").

The enclosed Terms and Conditions including the Exhibits are expressly incorporated into this Agreement. All terms and conditions of this Agreement prevail over any Customer general terms and conditions regardless whether or when Customer has submitted an order form, purchase order, statement of work, change order, work request, or similar document. Company's acceptance of any Customer order or request does not constitute acceptance of any Customer terms and conditions and does not serve to modify or amend this Agreement, unless expressly agreed to in writing by an authorized representative of Company.

Attachments:

Terms and Conditions
Exhibit A (Minimum Terms for Licensed Products)

Terms and Conditions

1. DEFINITIONS

1.1 "Authorized Users" means the respective individuals employed or engaged by Customer who have been authorized to access and use the Licensed Products in accordance with this Agreement.

1.2 "Documentation" means the user guides, operating manuals, technical literature and other documentation for installation and use of the Licensed Products supplied or otherwise made available to Customer by Company.

1.3 "Customer Data" means all content originating from Customer (including its Authorized Users) or returned from the Licensed Products to Customer, including (a) voice files and associated speech-recognized text files, (b) any documents or files uploaded by Customer, and (c) any metadata or fields accompanying such audio and text files for use with the Licensed Products.

1.4 "Customer Systems" means the Customer's (including its Authorized Users') information technology infrastructure, including computers, servers, operating systems, databases, networks, devices, and all other software or hardware, whether operated directly or indirectly by Customer through a third-party. For clarity, Customer Systems does not include the Licensed Products.

1.5 "Dolbey" means Dolbey and Company, Inc., a licensor of Company.

1.6 "Equipment" means hardware furnished by Company to Customer.

1.7 "Initial License Term" means the initial term of the license grant for the Licensed Products as specified in the Sales Order Agreement or any subsequent Order (e.g., 1-Year, 3-Year, or 5-Year), beginning on the License Start Date.

1.8 "Intellectual Property" means any and all patents, copyrights, trademarks, tradenames, and service marks, whether registered or unregistered, and all trade secrets, know-how, and other proprietary information or technology.

1.9 "Licensed Products" means the software, services, and Equipment described in the **Sales Order Agreement** or specified in any subsequent Order, and the related but unspecified enhancements, releases, Updates, or other modifications thereto that Dolbey or its licensors may release when and if available, together with the associated Documentation.

1.10 "License Start Date" means, for the Licensed Products set forth in the Sales Order Agreement the first day of the month in which the first individual User Account is enabled.

1.11 "License Term" means the Initial License Term, plus any Renewal Terms thereto in accordance with Section 12.2 (Auto-Renewal).

1.12 "Order" means the executed Sales Order Agreement or other purchasing document placed by Customer and accepted by Company hereunder for Licensed Products, Implementation, Training, and Support Services, which indicates, among other things, the number and type of license(s) and services to be purchased and the associated License Fees.

1.13 "Protected Health Information" or "PHI" shall have the meaning set forth in 45 C.F.R. § 160.103, as such may be amended.

1.14 "Sales Order Agreement" means the Order regarding the sale of the Licensed Products from Company to Customer, executed by both Parties.

1.15 "Third Party Products means the software and services licensed to Dolbey by third parties for use and/or redistribution with the Licensed Products.

1.16 "Update" means error corrections, patches, modifications and enhancements to the Licensed Products made generally available by Dolbey or its licensors, on an if and when available basis and at no additional fee to Customer, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Licensed Products, which is not marketed by Dolbey as a separate product, module, and/or service.

1.17 "User Account" means an account set up for use by an individual Authorized User in order to interact with the Licensed Products for any purpose in accordance with this Agreement, including (where applicable) administrative use of an administrative console, real time dictation, and transcription of speech to text through an application.

2. LICENSE RIGHTS

2.1 Licensed Products. Subject to the terms and conditions of this Agreement, Company grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Products through Customer's Authorized Users for the License Term in accordance with the Documentation, solely for Customer's internal business purposes.

2.2 Third Party Products. The Licensed Products may incorporate Third Party Products. Company licenses the Third-Party Products to Customer by permission of the respective licensors and/or copyright holders on the terms provided by such third parties, including those terms and notices required to be provided that are set forth, collectively, in the following locations: **Exhibit A (Minimum Terms for Licensed Products)** and in the Help Files for the applicable Licensed Products.

2.3 Customer Feedback. Customer (including its Authorized Users) may provide Company with ideas, comments, suggestions, recommendations, or other feedback on the features or functionality of the Licensed Products ("Feedback"). Customer agrees that any Feedback is provided voluntarily. In the event that Customer offers Feedback to Company, Customer hereby grants to Company a perpetual, irrevocable, sublicensable, fully paid, transferable, royalty-free, worldwide right to use, reproduce, distribute, copy, display, perform, modify, create derivative works of, make, have made, sell, offer to sell, export, import, make improvements, and otherwise practice such Feedback for Company's business purposes.

3. LICENSE RESTRICTIONS AND OBLIGATIONS

3.1 Licensed Products. Customer acknowledges and agrees that the Licensed Products and their structure and organization constitute valuable trade secrets of Dolbey and its licensors. All worldwide Intellectual Property rights in and to the Licensed Products are the exclusive property of Dolbey and its licensors. Dolbey and its licensors reserve all rights not expressly granted to Customer under this Agreement. Without limiting the generality of the foregoing, Customer agrees that it will not itself, nor through any Authorized User, parent, subsidiary, affiliate, agent or other third party:

3.1.1 use, copy, duplicate or otherwise reproduce all or any part of the Licensed Products other than in accordance with this Agreement;

3.1.2 modify, adapt, port, translate, localize or create derivative works of the Licensed Products;

3.1.3 merge or integrate the Licensed Products with any other product;

3.1.4 decompile, disassemble, reverse engineer, or attempt, directly or indirectly, to identify, reconstruct, derive or discover the source code (or the underlying ideas, user interface techniques, algorithms, structure or organization) for the Licensed Products, in whole or in part;

3.1.5 sell, lease, rent, loan, assign, transfer, license or sublicense the Licensed Products to any third party, including timesharing use or access by any third party;

3.1.6 alter, obscure, or remove any trademark, copyright, trade secret, patent, proprietary or other legal notice or legend contained in or on the Licensed Products or Documentation;

3.1.7 encumber or suffer to exist any lien or security interest in the Licensed Products;

3.1.8 interfere in any manner with the operation of the Licensed Products;

3.1.9 access or copy any data or information of other users of the Licensed Products without their consent;

3.1.10 defeat or circumvent any controls or limitations contained in or associated with the use of the Licensed Products;

3.1.11 disclose to any third parties, directly or indirectly, the results of any benchmark or other performance test run on the Licensed Products.

3.2 Authorized Users. Customer shall ensure that its Authorized Users comply with the terms of this Agreement and shall be responsible for the acts and omissions of its Authorized Users not in accordance with this Agreement.

3.3 User Accounts. Customer shall ensure that each Authorized User has one or more unique user identification names and passwords for access to and use of the Licensed Products. User Accounts cannot be shared or used by more than one Authorized User.

3.4 Customer Systems. Customer is solely responsible for providing, securing, and maintaining, at its own expense, all Customer Systems necessary for installing, accessing, and using the Licensed Products, including network access to the cloud-based speech recognition and CAPD components of the Licensed Products.

3.5 Audit. Company shall have the right to audit Customer's use of the Licensed Products to confirm such use is in compliance with this Agreement, and Customer shall reasonably cooperate with such audit.

4. IMPLEMENTATION, TRAINING, AND SUPPORT SERVICES. Company will provide implementation, training and support services for the Licensed Products as specified initially in the Sales Order Agreement and thereafter in the **Company Support Services Agreement.**

5. SERVICE LEVELS

5.1 Required Availability Rate for Cloud-Based Speech Recognition Services. As of the Effective Date, Dolbey's monthly availability rate for the cloud-based speech recognition service component of the Licensed Products shall be at least 99.9% on a 24 hour per day, 7 day per week basis ("***Required Availability Rate***"), provided that any downtime occurring as a result of: (a) up to two (2) hours of Scheduled Outage in accordance with this Section, (b) service interruptions requested by Customer, (c) Customer's breach of any provision of this Agreement, (d) incompatibility of Customer Systems with the Licensed Products contrary to applicable specifications in the Documentation, (e) any Customer Data, (f) Customer's or Authorized Users' internet connectivity, or (g) force majeure under Section 13.11 (collectively "***Excused Delay***"), shall not be considered toward any reduction in Availability Rate measurements. For purposes of this Section, Scheduled Outage means maintenance that makes the Licensed Products unavailable during off-peak hours (off-peak hours are hours outside of nVoq's normal business hours of 6:00 AM – 6:00 PM Mountain Time) and for which Dolbey provides a minimum of one (1) business day's advance notice to Company; provided, however, that such advance notice shall not be required in the event that the outage is necessary to correct a serious impairment to the function or security of the Licensed Products and the ability to provide such advance notice is outside the reasonable control of Company or its licensors. For clarity, the Required Availability Rate shall not apply to any Licensed Products other than the cloud-based speech recognition service component, such as software installed on Customer Systems.

5.2 Required Credits. If Dolbey fails to meet the Required Availability Rate during any calendar month, and such failure is not excused due to any Excused Delay, Company may be entitled to a service credit from Dolbey. Customer may request a corresponding service credit to be applied against future payments that become due from Customer to Company under this Agreement; provided, however, that the availability of such service credit shall be subject to the terms and conditions of this Agreement and such service credit shall not exceed the credit given to Company from Dolbey. Customer acknowledges and agrees that Customer's service credit depends upon Company's ability to obtain a service credit from Dolbey and Customer shall cooperate with Company to provide such information as required by Dolbey to issue a service credit to Company.

Notwithstanding anything to the contrary, the foregoing credit will be Customer's sole and exclusive remedy with respect to any unscheduled downtime or any failure to meet the Required Availability Rate. In the event Customer is not current in its payment obligations or is in breach of this Agreement when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations and any breach is cured. No credit will be due if the credit would not have accrued but for the action or omission of Customer or an Authorized User.

6. WARRANTIES

6.1 Mutual Warranties. Each Party warrants that:

6.1.1 the person signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement;

6.1.2 it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights and undertake the obligations contained herein, and that its performance of its rights and obligations under this Agreement does not violate or conflict with any agreement to which it is a Party.

6.2 Warranties and Disclaimers

6.2.1 Licensed Product Warranty (Excluding Equipment). Company warrants solely to Customer that the Licensed Products, when used by Customer and its Authorized Users in accordance with this Agreement and the instructions in the Documentation, will operate as described in the Documentation in all material respects. Company will, as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, use commercially reasonable efforts during the Agreement Term, at Company's own expense, to correct any reproducible error in the Licensed Products reported to Company in accordance with this Agreement. If Company is unable to make the Licensed Products operate as warranted, Customer shall be entitled to terminate the license for the specific Licensed Products affected by the nonconformity and recover the unused portion of the applicable prepaid license fee on a pro-rata basis. The foregoing shall constitute Company's sole obligation and Customer's exclusive remedy for any breach of the warranty set forth in this Section 6.2.1.

6.2.2 Equipment Warranty. Company warrants that upon the initial installation or initial delivery and for a period of ninety (90) days thereafter, Equipment will operate as described in the Documentation in all material respects, when used by Customer and its Authorized Users in accordance with this Agreement and the instructions in the Documentation. Customer's sole and exclusive remedy and Company's sole obligation for any breach of the warranty set forth in this Section 6.2.2 will be for Company, at Company's option, to undertake reasonable efforts to correct or replace the nonconforming Equipment reported by Customer during the 90-day warranty period for, such non-conforming Equipment.

6.2.3 Limitation of Warranties. The Licensed Product and Equipment Warranties set forth in this Section 6.2 shall not apply, and Company shall have no warranty obligation or liability with respect to, any nonconformance arising out of:

(a) installation or use of the Licensed Products other than in accordance with the Documentation;

(b) installation or use of the Licensed Products on or with Customer Systems not specified as compatible with such Licensed Products in the Documentation;

(c) Customer Systems or the ability of Customer or its Authorized Users to connect to the internet;

(d) modification or alteration to the Licensed Products by persons other than Company or its authorized representatives;

(e) Customer's requested modifications, alterations, or additions to the Licensed Products that cause it to deviate from the Documentation;

(f) any willful misconduct or negligent action or omission of Customer or its Authorized Users; or

(g) failure to install an Update to any Licensed Product made available to Customer.

6.2.4 DISCLAIMERS

(a) **GENERAL.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.2, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND COMPANY MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ANY ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL CLAIMS HEREUNDER MUST BE SUBMITTED TO COMPANY IN WRITING, AND COMPANY SHALL HAVE THE RIGHT PRIOR TO ANY RESPONSE TO INSPECT ANY LICENSED PRODUCTS CLAIMED TO BE NONCONFORMING, AND IN ANY EVENT COMPANY RESERVES THE RIGHT TO REJECT CLAIMS NOT COVERED BY WARRANTY OR CLAIMS NOT SUBMITTED TO COMPANY IN WRITING.

(b) **THIRD PARTY CONTENT DISCLAIMER**. THE LICENSED PRODUCTS MAY MAKE AVAILABLE TO CUSTOMER AND ITS AUTHORIZED USERS CERTAIN THIRD-PARTY INFORMATION, INCLUDING TEMPLATES, ROUTINES, AND OTHER TOOLS (THE "THIRD PARTY CONTENT"). "THIRD PARTY CONTENT" ALSO INCLUDES INFORMATION THAT CUSTOMER OR ITS AUTHORIZED USERS MAY CHOOSE TO ADD TO THE LICENSED PRODUCTS, SUCH AS CUSTOMIZED ROUTINES OR TEMPLATES. COMPANY OFFERS SUCH THIRD-PARTY CONTENT, AND THE CAPABILITY FOR CUSTOMER AND ITS AUTHORIZED USERS TO ADD SUCH THIRD-PARTY CONTENT, FOR INFORMATIONAL PURPOSES ONLY AND MAKES NO WARRANTY OR GUARANTEE AS TO THE CLINICAL ACCURACY, RELIABILITY OR QUALITY OF SUCH THIRD-PARTY CONTENT.

(c) **MEDICAL ADVICE DISCLAIMER**. CUSTOMER ACKNOWLEDGES THAT THE LICENSED PRODUCTS ARE NOT ERROR FREE. CUSTOMER AGREES THAT IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS TO IDENTIFY AND CORRECT ANY ERRORS, AND CONFIRM THE ACCURACY OF THE CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS, BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS FOR ANY PURPOSE. IN ADDITION, CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS MAY INCLUDE RECOMMENDATIONS TO CUSTOMER AND ITS AUTHORIZED USERS FOR CONSIDERATION AND EVALUATION IN LIGHT OF ALL OTHER AVAILABLE INFORMATION. COMPANY MAKES NO WARRANTY OR GUARANTEE AS TO THE CLINICAL ACCURACY, RELIABILITY AND QUALITY OF INFORMATION CONTAINED IN OR PRODUCED BY THE LICENSED PRODUCTS, AND CUSTOMER AGREES THAT COMPANY IS NOT PROVIDING MEDICAL PRACTICE ADVICE UNDER ANY CIRCUMSTANCES. CUSTOMER SHALL ENSURE THAT ITS AUTHROIZED USERS RELY EXCLUSIVELY ON THEIR OWN MEDICAL EXPERTISE, OR ON PHYSICIANS OR OTHER MEDICAL DIRECTION, FOR REVIEW, NECESSARY REVISIONS, AND APPROVAL OF ANY AND ALL CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

6.3 No Other Warranties. No employee, agent, or representative of a Party has authority to bind such Party to any oral representation or warranty. Any representation or warranty not expressly set forth in this Agreement will be unenforceable.

7. <u>OFFSET FOR PASS-THROUGH WARRANTIES AND INDEMNITIES</u>. Notwithstanding anything to the contrary, to the extent legally permissible, Company will use commercially reasonable efforts to pass-through to Customer the benefit of any third -party warranties and indemnities that are applicable to the Licensed Products or Equipment. To the extent that Customer is entitled to receive proceeds from the benefit of such third-party warranties and indemnities, such proceeds shall offset any liability of Company otherwise owed to Customer arising out of the circumstances giving rise to such warranty or indemnification claim.

8. <u>FEES AND PAYMENTS</u>

8.1 Fees and Expenses

8.1.1 License Fees. Subject to Section 8.2.5 (Renewals), the fees for the Licensed Products and associated services pursuant to this Agreement ("License Fees" or "Fees") shall be as set forth hereto in **Company Sales Order Agreement,** and in any subsequent Order. Except as otherwise specified in this Agreement: (a) fees are quoted and payable in United States dollars; (b) fees are based on licenses purchased, and not actual usage; (c) License Fees are pre-paid and non-refundable (d) all licenses, including multi-year licenses, are non-cancellable and non-refundable for the License Term, regardless of whether the Customer stops using some or all of the User licenses for any reason; and (e) the number of User licenses purchased cannot be decreased during the License Term.

8.1.2 Travel Expenses. Company will bill Customer for all reasonable and customary out-of-pocket expenses incurred by each Company employee on Customer's behalf for lodging, meals and incidentals, and travel. Expenses billed to Customer for lodging, meals and incidentals shall not exceed the applicable federal per diem rates under the high-low method issued by the United States Internal Revenue Service.

8.2 Invoicing. Company shall invoice Customer for the Licensed Products in the amounts as set forth in **Company Sales Order Agreement** and any subsequent Order, and for all other fees and expenses as set forth in Section 8.1. The invoice shall be deemed accurate and binding unless Customer disputes the invoice in good faith by providing written notice of such dispute within fifteen (15) days following receipt of the applicable invoice, detailing the reason for such dispute.

8.2.1 New Customer Accounts. Unless otherwise specified in **Company Sales Order Agreement,** Company will invoice Customer for the full amount

of the Fees set forth in **Company Sales Order Agreement** upon execution of this Agreement; Company shall not be required to perform any services or enable any User Accounts until Company receives payment for such invoice.

Example: *The Parties execute this Agreement on 1/20/18 for Licensed Products with a 1-Year Term. Company invoices the full amount of the Fees on 1/20/18 and receives payment on February 5. COMPANY enables the first User Account on February 8. The "License Start Date" is February 1, 2018.*

8.2.2 **Mid-Term Payments**. For Licensed Products with a term in excess of one year which are paid on an annual basis, Company will invoice Customer for the mid-term annual payments (e.g., years 2, 3, 4, and/or 5) no sooner than ninety (90) days prior to the respective anniversary of the License Start Date.

Example: *Customer purchases Licensed Products with a 3-year term (payable annually) and a License Start Date of July 1, 2018. Company will invoice the Year 2 payment on April 1, 2019.*

8.2.3 **Add-On Licenses.** Customer shall submit a new Order to Company prior to adding new User Accounts in excess of the number of purchased licenses. Unless otherwise agreed in writing by the parties, such additional licenses shall commence with a separate Initial License Term for the Add-On Licenses. Company shall invoice such additional licenses upon acceptance of the Order.

Example: *Customer purchases 50 licenses, for a 3-year term (payable annually) with a License Start Date of July 1, 2018. On October 1, 2018, Company accepts an Order for five (5) additional licenses, bringing the total number of licenses to 55. Customer shall have two separate 3-Year, Initial License Terms. The first becoming effective for 3-Years on July 1, 2018 for 50 Licenses and the second commencing for 3-Years on October 1, 2018. For Years 2 and 3, Company will invoice Customer as outlined in section 8.2.2, Mid-term Payments.*

8.2.4 **Over-Deployment.** In the event Customer fails to submit an Order for additional licenses pursuant to Section 8.2.3, upon discovery that the number or type of individual User Accounts exceeds the licenses purchased by Customer ("Over-Deployment"), Company shall invoice Customer for the excess licenses at Company's then-current pricing applicable to such licenses, commencing a separate Initial License Term for the Over-Deployed Licenses. For clarity, the start date for the billable period for such excess licenses shall be the first day of the month that the User Account is enabled. Company may, in its discretion, also charge Customer interest equal to one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable law, whichever is less, compounded for the duration of the Over-Deployment.

Example*: Customer purchases 50 licenses, for a 1- year term with a License Start Date of July 1, 2018. On November 1, 2018, Company discovers that five additional User Accounts were enabled on September 15, bringing the total number of User Accounts to 55. Company will invoice Customer for the 5 additional licenses at Company's then-current 1-year license price, commencing a separate Initial License Term for the 5 over-deployed licenses. In addition, Company may charge Customer interest compounded for the period from September 15 through the due date for Customer's payment for the excess licenses.*

8.2.5 **Renewals**. Renewals pursuant to Section 12.2 (Auto-Renewal) will be billed at Company's then current 1 Year Contract, Per Authorized User Per Year License Fee. For clarity, all licenses purchased or enabled during the Initial License Term will be subject to renewal, regardless of usage. Company will invoice Customer for such renewal fee no sooner than ninety (90) days prior to expiration of the then current license term. In the event Customer wishes to renew the license for a longer term, the Parties may agree to an Order specifying the length and pricing for such renewal term.

Example*: Customer purchases licenses with a 3-year term, and a License Start Date of July 1, 2018. Neither Party provides notice of non-renewal to the other party prior to May 1, 2021. Pursuant to Section 12.2 (Auto-Renewal), Customer's licenses will auto-renew for a 1-year term.* Customer*'s payment is due May 15, 2021.*

8.3 **Payments**

8.3.1 **Payment Due Dates**. Customer agrees to pay all amounts due under this Agreement, without setoff or deduction, within 30 days of the invoice date. All fees due hereunder are exclusive of, and pursuant to Section 8.3.3 (Taxes) Customer will have the obligation to pay, all taxes applicable to the transactions contemplated by this Agreement.

8.3.2 **Unpaid Amounts**. In addition to all other remedies provided hereunder and applicable law, In the event Customer fails to pay any amounts due and not disputed in accordance with Section 8.2, Company may: (a) charge interest on any unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under law; and (b) suspend Customer's (including all its Authorized User's) access to the Licensed Products until such amounts are paid in full, including applicable interest. For clarity, Customer relinquishes any right to set off amounts due under this Agreement, and warranty or other service claims do not suspend Customer's payment obligations. Customer shall reimburse Company for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts from Customer. If Customer fails to pay for any Equipment, Company reserves the right to repossess such Equipment.

8.3.3 **Taxes.** All amounts payable by Customer to Company under this Agreement are exclusive of any tax, levy or similar governmental charge (together "Taxes") that may be assessed by any jurisdiction, whether based on the delivery, possession or use of the Licensed Products, the provision of services, the execution or performance of this Agreement or otherwise, and including all sales, use, excise, import, export and value-added taxes or levies. Customer will pay or reimburse, and will defend and indemnify and hold harmless Company against, all such Taxes, other than those based on Company income, and any related penalties and interest, or furnish Company with evidence acceptable to the taxing

authority to sustain an exemption therefrom. If Customer is required to withhold any amount for Taxes on any payments to Company, then the amount of Customer's payment will be automatically increased to offset such amount withheld.

9. CONFIDENTIAL INFORMATION

9.1 Definition. "Confidential Information" shall mean all proprietary information, trade secrets, and other non-public information provided by either Party to the other that is marked or otherwise identified as "Confidential" or which the receiving Party should know is confidential, including: (a) the terms of this Agreement; (b) the Licensed Products and Documentation; and (c) other technical, marketing, financial, personnel, analytical methods and procedures, specifications, business plans, research and development information. For clarity, Customer Feedback shall be governed exclusively by Section 2.3.

9.2 Customer Data. Except as set forth in Section 9.2.1, Customer Data shall constitute "Confidential Information" pursuant to this Section 9. Notwithstanding anything to the contrary, the following additional rights and restrictions shall govern Customer Data:

9.2.1 Company and Dolbey (and its subcontractor nVoq, Inc.) may access and use the Customer's Account, including all associated User Accounts and the Customer Data to; (a) respond to service or technical problems affecting the Customer; and (b) generally provide the Licensed Products to Customer.

9.2.2 In accordance with the Parties' HIPAA Business Associate Agreement, Company's subcontractor nVoq may De-Identify Customer Data consistent with the standards set forth in 45 C.F.R. 164.514(b) and internally use the De-Identified Customer Data to create one or more sets of "Aggregate Data." "Aggregate Data" means De-Identified Customer Data aggregated with data from other users of the Licensed Products, such that the De-Identified Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. For clarity, Aggregate Data does not include statistical analysis, algorithms, models, patents, or the like derived from nVoq's analysis of the Aggregate Data. nVoq may use, reproduce, modify, perform, and create derivative works of Aggregate Data internally solely to maintain and improve the Licensed Products, including system tuning, grammar tuning, training of acoustic models and other models, tolls and algorithms, and to develop new products and services. nVoq shall not disclose De-Identified Customer Data or Aggregate Data to any third party for any purpose without the prior written approval of Customer, unless disclosure is required by law. For purposes of this Section, De-Identified Customer Data and Aggregate Data are not Confidential Information.

9.2.3 The Licensed Products may include configurable options to restrict the storage or usage of Customer Data, including: (a) purging Customer Data at specified intervals; or (b) "opting out" or excluding Customer Data or De-Identified Customer Data from the uses specified in Section 9.2.2. Customer understands and agrees that "opting-out" and/or requesting a purge of Customer Data will not affect or apply to any Customer Data collected before the opt-out or purge request date. For, example, if Customer does not initially request opting-out, nVoq may use the De-Identified Data for the purposes specified in Section 9.2.2. If Customer later opts out and/or requests a purge, Company and nVoq shall have no obligation whatsoever to remove, delete, or otherwise cease use of any De-Identified Customer Data captured prior to the opt-out date and may continue to use such De-Identified Customer Data for the purposes specified in Section 9.2.2.

9.3 Restrictions. Subject to Section 9.2.1, each party agrees that it will not make use of the other Party's Confidential Information, nor will it disseminate or in any way disclose such information to any person, firm or business, except in each case as authorized by this Agreement and then only to the extent necessary for performance of this Agreement. Each Party agrees that it will disclose Confidential Information of the other Party only to those of its employees and contractors who need to know such information to carry out the Party's obligations in connection with this Agreement and who are bound by an obligation of confidentiality with respect thereto no less restrictive than the receiving Party's obligation hereunder. Each Party agrees that it will protect all Confidential Information of the other Party from unauthorized use, access or disclosure with the same degree of care as it protects its own confidential information of like nature, and in no case less than reasonable care.

9.4 Protected Health Information. Notwithstanding anything to the contrary, the Parties may use and disclose PHI only as required to satisfy their obligations under this Agreement and in compliance with all applicable privacy laws, including HIPAA and HITECH, and in compliance with any HIPAA Business Associate Agreement between the Parties. To the extent that the provisions of this Agreement and the HIPAA BAA conflict, the provisions of the HIPAA BAA shall control with respect to any PHI.

9.5 No Offshoring. Unless otherwise agreed by the Parties, and subject to Section 9.6 regarding certain Accuracy Optimization Services, the Parties shall perform all services pursuant to this Agreement within the United States, and shall not disclose or make available any Confidential Information (including Customer Data) to any entity or individual outside the United States.

9.6 Accuracy Optimization Services (AOS). The Parties understand that Company's licensor nVoq engages a subcontractor located in India that performs certain Accuracy Optimization Services (AOS). In the event that Customer agrees to purchase the nVoq AOS, Customer understands and agrees that nVoq's Indian subcontractor will have access to such Customer Data as necessary to perform the purchased AOS.

9.7 Exceptions. The receiving Party's obligations with respect to any portion of the Confidential Information of the disclosing Party shall terminate when the receiving Party can show that (i) the Confidential Information was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (ii) it entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party; (iii) it was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the disclosing Party; (iv) it subsequently came into the receiving Party's possession from a third party free of any obligation of confidence to the disclosing Party; or (v) it was developed by employees or agents of the receiving Party independently of and without reference to any Confidential Information communicated to the receiving Party by the disclosing Party. In addition, Section 9.3 (Restrictions) will not be construed to prohibit any disclosure to the extent that it is (a) necessary to establish the rights of either Party under this Agreement; or (b) required by the valid order or subpoena of a court or other governmental body or otherwise required by law, provided that the Party required to make such disclosure notifies the other Party promptly and in writing and reasonably cooperates with the other Party in any

effort to contest or limit the scope of such disclosure.

9.8 **Return.** Upon termination or expiration of this Agreement, each Party shall promptly return or destroy all Confidential Information disclosed by the other Party, and, upon request of the other Party, shall promptly certify in a writing signed by an officer that all such materials of the requesting Party have been returned or destroyed.

10. **INDEMNIFICATION.** For purposes of this Section, all references to "Claims" shall mean all claims, actions, suits, and demands from any third party, including Authorized Users.

10.1 **Customer Indemnity.** Customer shall, at its own expense, defend and indemnify Company and its respective officers and employees from any and all Claims, and shall pay all costs and damages finally awarded against Company and its officers and employees or those costs and damages agreed to in a monetary settlement of such Claims, to the extent that the Claim arises out of any of the following:

10.1.1 Customer's or its Authorized User's use of the Licensed Products;

10.1.2 any results or output from the Licensed Products or Third-Party Content, as defined in Section 6.3 of **EXHIBIT A** including any inaccuracies or errors in such results, output, or Third-Party Content;

10.1.3 any medical practice-related recommendations provided by Dolbey or its subcontractors, Company, the Licensed Products, or Third-Party Content;

10.1.4 Dolbey's or Company's lawful discontinuation or suspension of any Customer Account, User Account, or Customer's or its Authorized User's access to or use of the Licensed Products in accordance with this Agreement, or the unavailability, deletion, or loss of any Customer Data as a result of such discontinuation or suspension;

10.1.5 any loss, unavailability, corruption, or breach of Customer Data for which Company disclaims all liability pursuant to Section 11.2 (Excess Data Storage Liability Waiver).

10.2 **Indemnification Procedures.** The Indemnified Party shall: (a) promptly notify the Indemnifying Party in writing of the action; (b) give the Indemnifying Party sole control of the defense thereof and all related settlement negotiations; and (c) reasonably cooperate with the Indemnifying Party and, at the Indemnifying Party's request and expense, reasonably assist in such defense. Without limiting the foregoing, (i) the Indemnified Party will have the right to participate in any such defense at its cost and subject to the Indemnifying Party's ultimate authority and control; and (ii) the Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed.

11. **WAIVERS AND LIMITATIONS OF LIABILITY.** The waivers and limitations set forth in this Section 11 shall apply to the maximum extent permitted by applicable law, and notwithstanding any contrary provision of this Agreement or failure of the essential purpose of any remedy, even if Company has been advised of the possibility of such damages or losses or such damages or losses were reasonably foreseeable. Likewise, these waivers and limitations in this Section 11 apply to any and all liability or cause of action however alleged or arising, whether in contract, tort (including negligence), products or strict liability or any other form of action.

11.1 **CONSEQUENTIAL DAMAGES WAIVER.** IN NO EVENT SHALL COMPANY OR ITS RESPECTIVE OFFICERS AND EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF (OR LOSS OF USE OF), SOFTWARE OR DATA ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

11.2 **EXCESS DATA STORAGE LIABILITY WAIVER**. CUSTOMER UNDERSTANDS AND AGREES THAT THE LICENSED PRODUCTS ARE DESIGNED AND INTENDED TO FUNCTION AS A TOOL FOR DOCUMENT CREATION AND IMPROVEMENT, ,AND ARE NOT INTENDED OR DESIGNED TO FUNCTION AS A LONG-TERM REPOSITORY OF CUSTOMER DATA. IN NO EVENT SHALL COMPANY OR ITS RESPECTIVE OFFICERS OR EMPLOYEES BE LIABLE FOR THE LOSS, UNAVAILABILITY, CORRUPTION, OR BREACH OF ANY CUSTOMER DATA THAT IS MAINTAINED IN THE LICENSED PRODUCTS BEYOND 30 DAYS OF INPUT OR CREATION, OR (IN THE EVENT THE LOWEST CONFIGURABLE PURGE INTERVAL IS GREATER THAN 30 DAYS) BEYOND THE LOWEST CONFIGURABLE PURGE INTERVAL.

11.3 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE TOTAL FEES PAID BY CUSTOMER TO **COMPANY** IN THE 12 MONTHS PRECEDING THE INITIAL EVENT WHICH GAVE RISE TO THE LIABILITY.

12. **TERM AND TERMINATION**

12.1 **Agreement Term.** Unless earlier terminated pursuant to this Agreement, the term of this Agreement **("Agreement Term")** begins on the Effective Date and shall terminate upon expiration of the License Term.

12.2 **Auto-Renewal.** Following the Initial License Term, the license term for the Licensed Products shall automatically renew for successive one

(1) year periods **("Renewal Terms")**, provided that a Party has not provided written notice to the other Party of its intention not to renew at least sixty (60) days prior to the expiration of the then current term.

12.3 **Termination of Agreement for Cause.** Each Party may terminate this Agreement if: (a) the other Party ceases to function as a going concern or substantially ceases to conduct its operations in the normal course of business; (b) a receiver for the other Party is appointed, or applied for, or the other Party otherwise takes advantage of any insolvency or bankruptcy law and is unable to fulfill its duties under the Agreement; or (c) the other Party breaches any other provision of this Agreement and does not cure the breach within 30 days after receiving written notice thereof, or such other time period as the Parties may agree in writing.

12.4 **Effects of Termination of Agreement**. Upon termination or expiration of this Agreement for any reason:

12.4.1 all amounts payable to Company hereunder that Customer has not disputed in accordance with Section 8.2 (Invoicing) shall become immediately due and owing;
12.4.2 all licenses granted to Customer under this Agreement shall terminate;
12.4.3 Customer and its Authorized Users shall discontinue all further access to and use of the Licensed Products, whether cloud-based or on-premise;
12.4.4 Customer and its Authorized Users shall fully cooperate with Company as necessary to disable their access to and use of the Licensed Products and to uninstall Licensed Products from Customer Systems;
12.4.5 Company shall have the right, and Customer shall cooperate as necessary, to permanently delete or render unavailable all content stored in the Licensed Products, including all Customer Data.

For clarity, termination or expiration of this Agreement shall not be construed to limit a Party's remedies for breach and is without prejudice to the enforcement of any undischarged obligations existing at the time of termination or expiration.

12.5 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration of this Agreement, including Sections 2.3, 3, 6.2.3, 6.3, 7, 8, 9, 10, 11, 12.4, and 13, and the HIPAA Business Associate Agreement.

13. **GENERAL**

13.1 **Confidentiality of Agreement.** Either Party may disclose its relationship with the other Party, but neither may disclose the terms of this Agreement to anyone other than its attorneys, accountants and other advisors, who in each case agree to maintain the confidentiality of the terms of this Agreement.

13.2 **Remedies.** The Parties agree that an actual or threatened breach of Sections 3 (License Restrictions and Obligations), 9 (Confidential Information), and 13.4 (Assignment) may cause irreparable harm for which monetary damages would be an inadequate remedy, and that in such event the non-breaching Party shall be entitled to obtain immediate injunctive relief to protect its rights under this Agreement, without posting bond or having to prove inadequacy of other available remedies.

13.3 **Independent Contractors.** Each Party will in all matters relating to this Agreement act as an independent contractor, and neither will have the power to obligate or bind the other Party in any manner whatsoever. Neither execution nor performance of this Agreement shall be construed to have established any agency, joint venture or partnership.

13.4 **Assignment**. Neither party shall assign, sell, transfer, or otherwise dispose of any of the rights, privileges, or interests granted herein or under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to do so shall be null and void and of no effect; provided, however, that Company may assign or transfer this Agreement to any successor-in-interest without the consent of the Customer.

13.5 **Notices.** Any notice required to be given under this Agreement shall be effective only if it is in writing and (a) personally delivered, or (b) sent by overnight delivery via the address listed in the Sales Order Agreement, attention Legal Department. A notice shall be deemed to have been given as of the date of personal delivery or confirmation of delivery by the overnight delivery service.

For Company: Digital Voice Systems of Florida, Inc
315-C West Busch Blvd
Tampa, FL 33612

Either Party may change such address by notice to the other Party given in accordance with this Section.

13.6 **Governing Law and Dispute Resolution.** This Agreement and any claim, whether in contract, tort or otherwise, will be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought exclusively in a federal or state court in Tampa, Florida or Cincinnati, Ohio and each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

13.7 Jury Waiver. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

13.8 Waivers. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

13.9 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any applicable jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.10 Construction. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in this Agreement.

13.11 Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.

13.12 No Third-Party Beneficiaries. Except as expressly stated herein including Exhibit A (Minimum Terms for Licensed Products), the Parties do not intend to create any rights in any third parties.

13.13 Counterparts. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement and any Exhibits transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement or such Exhibits shall have the same effect as the physical delivery of the paper document bearing original signatures.

13.14 Entire Agreement. This Agreement the Exhibits hereto along with the HIPAA Business Associate Agreement and the Company Support Services Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral proposals or agreements with respect to the subject matter hereof. Unless otherwise specified herein, this Agreement may only be modified by a written agreement signed by authorized representatives of each Party. No "click-through," "shrink-wrap," "browse-wrap" or similar terms that have not been specifically negotiated by the Parties and executed in accordance with this Section, whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any Party's "acceptance" of those terms by electronic means.

13.15 Exhibits. This Agreement is expressly subject to the Minimum Terms for Licensed Products (the "Dolbey Terms") attached hereto as Exhibit A and incorporated in this Agreement by this reference. Customer acknowledges and agrees that Dolbey may update the Dolbey Terms at any time in Dolbey's sole discretion.

EXHIBIT A
MINIMUM TERMS FOR LICENSED PRODUCTS

1. Definitions.

1.1 "**Authorized User**" means an individual authorized by End User to use the Licensed Products in accordance with the applicable End User License Agreement.

1.2 "**Dolbey**" means Dolbey and Company, Inc.

1.3 "**End User**" means the legal entity to which Company has sublicensed the Licensed Products pursuant to an End User License Agreement.

1.4 "**Licensed Products**" means the products sublicensed by Company to End User pursuant to Company's agreement with Dolbey.

1.5 **"nVoq"** means nVoq, Inc. nVoq is a licensor and subcontractor of Dolbey.

1.6 **"Company"** means the entity authorized by Dolbey to license to End User the Licensed Products subject to an End User License Agreement.

2. License Restrictions.

2.1 Use of the Licensed Products is limited to the End User's internal business purposes.

2.2 All worldwide Intellectual Property Rights in and to the Licensed Products, including, without limitation, the Licensed Products, are, and shall remain, the exclusive property of Dolbey, nVoq, and their licensors.

3. End User Obligations and Restrictions.

3.1 End User and its Authorized Users will, at all times, comply with all applicable local, state, federal, and foreign laws and regulations in accessing and using the Licensed Products, including such laws and regulations relating to privacy, protected health information and export/import controls.

3.2 End User shall be responsible for ensuring the security and confidentiality of all User Accounts and IDs. User accounts and IDs are for individual Authorized Users only and may not be shared among multiple Authorized Users.

3.3 End User and its Authorized Users shall have sole responsibility for the accuracy, quality, integrity, legality and appropriateness of End User Data. End User (and each Authorized User) will not knowingly provide, post or transmit any content, data or any other information or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

3.4 End User (and each Authorized User) will not use the Licensed Products to: (a) harvest, collect, gather or assemble information or data regarding other users without their consent; (b) access or copy any data or information of other users without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Licensed Products or the data contained therein; or (d) harass or interfere with another user's use and enjoyment of the Licensed Products.

3.5 End User (and each Authorized User) will not, and will not attempt to: (a) reverse engineer, disassemble or decompile any component of the Licensed Products; (b) interfere in any manner with the operation of the Licensed Products; (c) use the Licensed Products for the benefit of a third party or to operate a service bureau (not including medical transcription services); (d) modify, copy or make derivative works based on any part of the Licensed Products; (e) create Internet "links" to or from the Licensed Products, or "frame" or "mirror" any of the content which forms part of the Licensed Products (other than on End User's own internal intranets); or (f) otherwise use the Licensed Products in any manner that exceeds the scope of use permitted under the Dolbey (or its authorized Reseller) End User License Agreement.

4. Access to End User Accounts.

Dolbey and nVoq may access End User account(s), including all associated User Accounts and all End User Data, to respond to service or technical problems affecting End User and generally provide the Licensed Products to End User.

5. Use of End User Data.

5.1 nVoq may access End User Accounts, including all associated User Accounts and End User Data, to De-Identify End User Data consistent with the standards set forth in 45 C.F.R. 164.514(b) and internally use the De-Identified End User Data to create one or more sets of "Aggregate Data." "Aggregate Data" means De-Identified End User Data aggregated with data from other end users,

such that the De-Identified End User Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. nVoq may use, reproduce, modify, perform, and create derivative works of Aggregate Data internally solely to maintain and improve the Licensed Products, including system tuning, grammar tuning, training of acoustic models and other models, tolls and algorithms, and to develop new products and services. nVoq agrees that it shall not disclose De-Identified End User Data or Aggregate Data to any third party for any purpose without the prior written approval of End User, unless disclosure is required by law; for clarity such consent is not required for nVoq's use and disclosure of any statistical analysis, computer algorithms, mathematical models, tolls, patents, or the like derived from nVoq's analysis of the Aggregate Data.

5.2 To the extent that the Licensed Products include configurable options to restrict the storage or usage of User Data, nVoq shall implement such restrictions in accordance with the configuration selected by End User. Such configurable options may include, but are not limited to: (i) purging End User Data at specified intervals; or (ii) "opting out" or excluding End User Data or de-identified data from the uses specified in subsection (b). "Opting-out" and/or requested a purge of End User Data will not affect or apply to any End User Data collected by nVoq before the opt-out or purge request date. For example, if End User does not initially opt-out, then nVoq may use the De-Identified Data for the purposes specified in this Section 5. If End User later opts out and/or requests a purge, nVoq shall not have any obligation to remove, delete, or otherwise cease use of any De-Identified Data captured prior to the opt-out date and may continue to use such De-Identified Data for the purposes specified in this Section 5.

6. DISCLAIMERS.

6.1 **WARRANTY DISCLAIMER.** THE LICENSED PRODUCTS ARE PROVIDED "AS IS," AND ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE LICENSED PRODUCTS BY DOLBEY, NVOQ, AND THEIR LICENSORS ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. DOLBEY AND NVOQ DO NOT WARRANT THAT THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE WITHOUT LOSS OF DATA.

6.2 **CONTENT DISCLAIMER.** DOLBEY AND NVOQ SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY OR COMPLETENESS OF ANY TRANSCRIBED END USER DATA, OR FOR ANY DECISION MADE OR ACTION TAKEN BY END USER (OR ANY AUTHORIZED USER) IN RELIANCE UPON ANY TRANSCRIBED END USER DATA. END USER ACKNOWLEDGES THAT THE LICENSED PRODUCTS ARE NOT ERROR FREE. END USER AGREES THAT IT HAS THE SOLE AND EXCLUSIVE RESPONSIBILITY TO IDENTIFY AND CORRECT ANY ERRORS, AND CONFIRM THE ACCURACY OF THE CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS, BEFORE USING AND/OR RELYING ONO THE CONTENT, RESULTS OR OUTPUT OF THE LICENSED PRODUCTS FOR ANY PURPOSE. DOLBEY AND NVOQ MAKE NO WARRANTY OR GUARANTEE AS TO THE CLINICAL ACCURACY, RELIABILITY OR QUALITY OF INFORMATION CONTIANED IN OR PRODUCED BY THE LICENSED PRODUCTS, AND END USER AGREES THAT DOLBEY AND NVOQ ARE NOT PROVIDING MEDICAL PRACTICE ADVICE UNDER ANY CIRCUMSTANCES. END USER SHALL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, REVISIONS, ERROR CORRECTION, AND APPROVAL OF ANY AND ALL CONTENT, RESULTS, OR OUTPUT OF THE LICENSED PRODUCTS. DOLBEY AND NVOQ ASSUME NO RESONSIBILITY FOR ANY OF THE FOREGOING.

6.3 **THIRD PARTY CONTENT DISCLAIMER.** THE LICENSED PRODUCTS MAY MAKE AVAILABLE TO END USER AND AUTHORIZED USERS CERTAIN THIRD-PARTY INFORMATION, INCLUDING TEMPLATES, ROUTINES, AND OTHER TOOLS (THE "THIRD PARTY CONTENT"). "THIRD PARTY CONTENT" ALSO INCLUDES INFORMATION THAT END USER OR ITS AUTHORIZED USERS MAY CHOOSE TO ADD TO THE LICENSED PRODUCTS, SUCH AS CUSTOMIZED ROUTINES OR TEMPLATES. DOLBEY OFFERS SUCH THIRD-PARTY CONTENT, AND THE CAPABILITY FOR COMPANY AND ITS END USERS AND AUTHORIZED USERS TO ADD SUCH THIRD-PARTY CONTENT, FOR INFORMATIONAL PURPOSES ONLY AND MAKES NO WARRANTY OR GUARANTEE AS TO THE CLINICAL ACCURACY, RELIABILITY, OR QUALITY OF SUCH THIRD PARTY CONTENT.

6.4 **CONSEQUENTIAL DAMAGES DISCLAIMER.** ALL CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES ARE DISCLAIMED ON BEHALF OF DOLBEY AND NVOQ.

7. **Third Party Products.** Certain Third Party Products are subject to alternative terms and conditions that can be viewed, collectively, in the following locations: https://sayit.nvoq.com/Company/legal, and in the Help Files for the applicable Licensed Products. Such Third-Party Terms apply only to those Third-Party Products with which they are expressly identified. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE THIRD-PARTY TERMS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE DISCLAIMED.

8. **Third Party Beneficiaries.** Dolbey and nVoq are expressly named as intended Third Party beneficiaries of the End User License Agreement, with the right to enforce its terms directly against the End User.