



## HEALTHCARE MASTER AGREEMENT

### **PLEASE PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS**

Company desires to purchase products and services from Nuance Communications, Inc. (“**Nuance**”) as identified in the Order (as defined below) submitted by Company (as identified on the applicable Order) to Nuance. If Nuance accepts such Order, the Parties will have entered into a binding contract on the terms and conditions set forth in this Healthcare Master Agreement (“**Agreement**”) which shall govern the Parties’ rights and obligations with respect to the applicable transaction. This Agreement consists of the General Terms and Conditions, and all applicable Schedules and exhibits hereto. Nuance and Company are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”. *Neither Party shall be bound by any preprinted provisions of any purchase order, acknowledgment, or other similar form.*

**SEE SECTION 2.1 BELOW IF COMPANY IS A CANADIAN COMPANY.**

### **General Terms and Conditions**

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

#### **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. For these purposes, an entity shall be treated as being controlled by another if that other entity (i) 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. “**Authorized User(s)**” are those individuals who are authorized, subject to the terms and conditions of this Agreement, to access and use the Nuance Software and/or Hosted Services, which individuals are limited to those authorized under the applicable Schedule or Order.

1.3. “**Company PO**” means a Company-generated purchase order for Software, Equipment and/or Services, that (i) references the quote number and date of the applicable Nuance Quote against which the purchase order is issued, or (ii) sets forth, in detail, the Software licenses, Equipment, and/or Services that Company seeks to purchase (including number of license units and license type), the price associated with each item, and includes a cross-reference to this Agreement.

1.4. “**Data**” means the audio, image, and/or text data input, all data elements output (e.g. interpretation of clinical contents in xml or other format), associated transcripts or medical reports, whether in draft or final form, any information received from Company under any Order under this Agreement, or any other clinical information received by Nuance from Company under this Agreement.

1.5. “**Documentation**” means the administrative guide and user’s guide provided by Nuance to Company to facilitate the use of the Nuance Products and Hosted Services.

1.6. “**Equipment**” means Nuance Equipment and Third-Party Equipment, collectively.

1.7. “**Hosted Service**” means a Nuance proprietary subscription-based software as a service (SaaS) offering specified in an Order, as more particularly described in the applicable Schedule. Any software provided by Nuance which is sited at Company (for example client software to access the Hosted Services) is considered Software and subject to the terms governing Software.

1.8. “**Maintenance Services**” means (i) the services that Nuance provides, pursuant to an Order, to maintain Software and Equipment (as applicable), as more fully described at <http://www.nuance.com/healthcare-maintenance> under “Healthcare Hardware and Software Maintenance Options” (“**Web Maintenance Services Terms**”) or (ii) as otherwise provided in an applicable Schedule. Maintenance Services does not mean or include Hosted Service support.

1.9. “**Nuance Equipment**” means Nuance manufactured hardware specified in an Order.

1.10. “**Nuance Products**” means the Nuance Software and Nuance Equipment, collectively.

1.11. “**Nuance Quote**” means a Nuance-generated quotation for Software, Equipment and/or Services, that lists the Software licenses, Equipment and/or Services that Company seeks to purchase (including number of license units and license type), and the price associated with each item.

1.12. **“Nuance Software”** means the object code version of any Nuance proprietary software product specified in an Order, including all corrections, modifications, enhancements, Updates and Upgrades (if any) thereto that Nuance may provide to Company under this Agreement, and all related Documentation.

1.13. **“Order”** means an order for Software licenses, Equipment and/or Services that is (a) issued by Company in the form of a Nuance Quote or Company PO signed by Company (physically or electronically), and (b) accepted by Nuance. An Order includes any applicable Statement of Work.

1.14. **“Professional Services”** means any installation, project management and/or consulting services provided by Nuance pursuant to an Order, as specified in an Order, and which may be more fully described in a Statement of Work.

1.15. **“Schedule”** means each of the schedules set forth in **Exhibit B** of this Agreement as applicable. Schedules are a part of this Agreement and define the specific terms that apply to the applicable Nuance Products and Services.

1.16. **“Services”** means Maintenance Services, Training Services, Professional Services, Hosted Services and/or Transcription Services, as applicable.

1.17. **“Software”** means Nuance Software and Third-Party Software, collectively.

1.18. **“Statement of Work”** or **“SOW”** means the supplement to an Order, setting forth, in more detail, the Professional Services and/or Training Services purchased under the Order.

1.19. **“Term”** is defined in Section 7.1 of these General Terms and Conditions.

1.20. **“Third Party Equipment”** means any third party manufactured hardware specified in an Order.

1.21. **“Third Party Software”** means any third-party proprietary software specified in an Order.

1.22. **“Training Services”** means any training services provided by Nuance pursuant to an Order, as specified in an Order.

1.23. **“Transcription Services”** means any transcribing services and/or editing services provided by Nuance pursuant to an Order, as specified in an Order and more fully described in the applicable Schedule for Transcription Services.

1.24. **“Update”** means a release of Nuance Software, issued as part of Maintenance Services, that may include minor feature enhancements, and/or bug fixes and/or fixes of minor errors and/or corrections, and typically is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). “Update” shall not be construed to include Upgrades.

1.25. **“Upgrade”** means a release of Nuance Software, issued as part of Maintenance Services, that may include some feature enhancements and/or additional capabilities (functionality) over versions of the Nuance Software previously supplied to Company, and typically is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to Version 6.0). Upgrades do not include new software and/or products that Nuance, in its sole discretion, designates and markets as being independent from the previously purchased Nuance Software.

**2. SCOPE OF AGREEMENT.** Company agrees to purchase from Nuance, and Nuance agrees, subject to the terms and conditions of this Agreement, to supply to Company the Software licenses, Equipment and Services, as specified in each Order. Nuance may accept an Order by fulfilling it.

2.1. The modifications to the General Terms and Conditions and Exhibit A, which are set forth in Exhibit A-1, shall apply where Company is organized under the laws of, or located in, Canada.

### **3. GRANT OF RIGHTS.**

#### **3.1. Software.**

3.1.1. **License Grant.** Subject to the terms and conditions of this Agreement, Nuance grants to Company, and Company accepts, a limited, non-exclusive, non-transferable, non-sub-licensable license to permit its Authorized Users to use the Nuance Software and / or Hosted Services listed in the applicable Order, strictly in accordance with the license grant specified in the applicable Schedule, provided such use is (i) commensurate with the intended use of the Nuance Software (as prescribed in this Agreement and the applicable Documentation), and (ii) solely for Company’s internal business purposes.

3.1.2. **Third Party Software.** Third Party Software supplied by Nuance is subject to the terms and conditions of this Agreement and the applicable third-party terms.

3.1.3. **Updates and Upgrades.** Upon installing any Update or Upgrade to Nuance Software, Company shall discontinue use of the previous version of such Nuance Software and Company will be licensed to use only the updated or upgraded version of the Nuance Software, in accordance with the license granted by Nuance with respect to such Nuance Software.

3.2. **Equipment.** Equipment supplied by Nuance is subject to the terms and conditions of this Agreement and, if Third Party Equipment, the applicable third-party terms.

**3.3. Proprietary Rights; Restrictions.** Notwithstanding any use of the term “sale,” “purchase” or other similar terms in this Agreement, Nuance and its licensors retain all right, title and interest in and to the Software, Services 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. Without limiting the generality of the foregoing, Company will not itself, directly or indirectly, and will not permit Authorized Users, other employees or contractors, or any third party to (i) access the Hosted Services with software or means other than as described in this Agreement, (ii) submit any automated or recorded requests to the Hosted Services except as otherwise provided in this Agreement, (iii) modify, port, translate, or create derivative works of the Software, Services, or Documentation, (iv) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software or Services by any means, (v) sell, lease, license, sublicense, copy, assign, transfer, share, market, or distribute the Software, Services or Documentation, except as expressly permitted in this Agreement, (vi) grant any access to, or use of, the Nuance Software or Services on a service bureau, timesharing or application service provider basis, (vii) remove any proprietary notices, labels or marks from the Software, Services or Documentation, (viii) release to a third party the results of any benchmark testing of the Software or Services, or (ix) defeat or circumvent any controls or limitations contained in or associated with the use of the 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 Company under this Agreement are reserved by Nuance and/or its licensors.

**3.4. Authorized Users.** Company is responsible for each Authorized User’s compliance with the terms of this Agreement and shall ensure each Authorized User’s compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of this Agreement. Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized possession or use of any Software or Hosted Services supplied under this Agreement.

**4. SERVICES.** Subject to the terms and conditions of this Agreement, Nuance will provide the Services as may be specified in an Order.

**4.1 Fixed Term Licenses.** Unless otherwise provided in an applicable Schedule or Order, Maintenance Services are provided as part of the license fees for fixed term licenses to Software.

**4.2 All Other Licenses.** Unless otherwise agreed by Nuance, Company is required to purchase first year Maintenance Services for all other licenses of Nuance Software. Nuance will provide the first year Maintenance Services indicated in the Order. If Nuance offers Maintenance Services for the applicable Software and/or Equipment for renewal periods, Nuance will, at least thirty (30) days prior to the end of the then-current Maintenance Service term, invoice Company for a subsequent one-year renewal term of Maintenance Services at the rates in effect on the renewal date. Company shall, if it wishes to renew annual Maintenance Services for the applicable Software and/or Equipment, pay the invoice for renewal Maintenance Services in full within thirty (30) days of the date of such invoice.

**4.3 Maintenance Services Terms.**

**4.3.1** Company acknowledges that failure to pay its invoice for Maintenance Services within the required 30 day period will result in Maintenance Services expiring with respect to such Software and/or Equipment. If permitted by Nuance, Company may reinstate Maintenance Services that have expired, provided that Company first pays all Maintenance Services fees that would have been due for the period following the expiration of the previous Maintenance Service period, and orders all Professional Services (at Nuance’s then-current rates) necessary to implement the then-current version of the applicable Software.

**4.3.2** The annual Maintenance Services Term shall commence as described in the applicable Schedule and Order, and each subsequent annual Maintenance Services Service Term will commence on the anniversary thereof. Company must purchase the same Maintenance Service level for all Software licenses and Equipment units for a given Nuance Product.

**4.3.3** Unless otherwise agreed, Nuance shall not be obligated to provide Maintenance Services for, or required as result of, (i) any Software or Equipment modified by any party other than Nuance, (ii) any Software or Equipment used for other than its intended purpose, (iii) any Software or Equipment used with equipment not specified as compatible in the Documentation, (iv) any Software or Equipment being used with software not supplied by Nuance, unless specified as compatible in the Documentation, (v) any Software or Equipment (or any associated equipment, software or firmware) which Company failed to properly install or maintain, (vi) any willful misconduct or negligent action or omission of Company, (vii) any computer malfunction not attributable to the Software or Equipment, or (viii) damage to Software or Equipment from any external source, including computer viruses not attributable to Nuance, computer hackers, or force majeure events.

**4.4 Training Services.** Unless otherwise agreed by the Parties, Training Services will be held at a designated Nuance location during Nuance’s standard business hours, excluding Nuance recognized holidays. If the Parties agree to hold any Training Services at Company’s site, all such Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding Nuance recognized holidays. Company shall ensure that all Training Services attendees are or will be Authorized Users and have the skills and experience to participate in the training sessions.

4.5 **Professional Services.** Unless otherwise agreed by the Parties, all Professional Services (including associated travel) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding Nuance recognized holidays. Nuance reserves the right to deliver Professional Services directly or via third party subcontractors.

4.6 **Hosted Services.** Hosted Services will be as further described in, and will be provided by Nuance in accordance with, the applicable Schedule.

4.7 **Transcription Services.** Transcription Services will be as further described in, and will be provided by Nuance in accordance with, the applicable Schedule.

4.8 **On-Location.** If Nuance will perform Services at a location other than a Nuance facility, Company shall provide or arrange for the necessary equipment, information, and facilities required by Nuance to perform such Services, as reasonably specified by Nuance.

4.9 **Information Security Addendum.** The Parties agree to the Information Security Addendum attached hereto as **Exhibit C** and made a part of this Agreement.

**5. MEDICAL CARE RESPONSIBILITY.** COMPANY ACKNOWLEDGES THAT SOFTWARE AND SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT FROM NUANCE'S SUBCONTRACTORS OR OTHER THIRD-PARTY PROVIDERS) ARE NOT ERROR FREE. FURTHERMORE, SPEECH RECOGNITION, NATURAL LANGUAGE PROCESSING, AND MEDICAL FACT EXTRACTION (SUCH AS PERFORMED IN MEDICAL TRANSCRIPTION SERVICES) ARE STATISTICAL PROCESSES THAT ARE INHERENTLY INACCURATE AND THAT ERRORS OCCUR IN THE CONTENT, OUTPUT AND RESULTS OF SUCH PROCESSES THAT NUANCE IS NOT RESPONSIBLE FOR. COMPANY AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY AND EACH AUTHORIZED USER TO IDENTIFY AND CORRECT ANY SUCH ERRORS AND INACCURACIES BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF ANY SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, FOR ANY MEDICAL-PRACTICE-RELATED PURPOSES. COMPANY AGREES THAT NUANCE IS NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COMPANY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL SUCH MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. NUANCE ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

## **6. PAYMENT AND DELIVERY.**

6.1 **Fees.** Company shall pay to Nuance all fees and other charges specified in each Order. All fees due under the Agreement are non-cancelable.

6.2 **Expenses.** Prices do not include travel expenses that may be incurred in the course of providing Services, including, but not limited to, transportation, meals, lodging and other living expenses. Company shall pay or reimburse Nuance for all such charges and expenses reasonably incurred

6.3 **Taxes.** Company shall pay all taxes, duties, import and export fees, and any other charges or assessments, except the withholding of income taxes, which are applicable to the performance of this Agreement, and shall reimburse Nuance for any encumbrance, fine, penalty, or other expense which Nuance may incur as a result of Company's failure to pay any such taxes, duties, fees, charges, or assessments. For purposes of this Agreement, the term "taxes" shall include, but is not limited to any and all assessments and other governmental charges, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use, value added, ad valorem, consumption, transfer, franchise and withholding taxes, except taxes imposed on the net income of Nuance, together with all interest, penalties and additions imposed with respect to such amounts. If any applicable law requires Company to withhold an amount from any payment to Nuance hereunder, Company shall effect such withholding, remit such amount to the appropriate taxing authority, and supply Nuance with the tax receipt evidencing the payment of such amount to the government within sixty (60) days of its receipt by Company. To the extent that an income tax convention between the country of Nuance and the country of Company permits, upon the filing of a proper application, for a reduction or elimination of such withholding tax, the Parties shall cooperate in the completion and filing of such application. Company shall provide to Nuance, and Nuance shall complete and return to Company, all applicable forms required by the governing tax authority in order to secure the reduction or elimination of withholding tax as authorized by the convention.

6.4 **Payment.** Except as otherwise set forth in the applicable Order or Schedule, Company shall pay all invoices issued in U.S. dollars, either by mail or wire transfer, within thirty (30) days of the date of invoice in accordance with the remittance information contained on the invoice. Interest shall accrue at the rate of one-and-one half percent (1.5%) per month on any amounts past due. Company shall reimburse Nuance for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts from Company. If Company fails to pay for any Equipment, Nuance reserves the right to repossess such Equipment. Nuance reserves the right to suspend Services to Company in the event any invoice is past due. Company must notify Nuance within thirty (30) days of the date of invoice if it disputes any amount contained in an invoice. Notwithstanding the foregoing, if Company elects not to renew annually-contracted auto-renewing Maintenance Services, Company shall not be required to pay the invoice for subsequent annual renewals, provided any requirements in the applicable Schedule or Order for prior written notice of non-renewal are met.

**6.5. Company Purchase Orders.** Company agrees to pay Nuance's invoices without a purchase order reference. Company acknowledges and agrees that if it is Company's standard practice to issue unsigned purchase orders, such purchase orders are valid and binding. Neither Party shall be subject to provisions of any pre-printed terms on or attached to purchase orders generated by Company, or any Company policies, regulations, rules, or the like, including those set forth in any Company-sponsored registration system, regardless if such requires affirmative acknowledgement from a Nuance representative.

**6.6. Leasing Arrangements.** If Company has entered into a lease arrangement with a third-party financing/leasing company ("Lessor") to finance an applicable Order, then subject to prior mutual written agreement between Nuance and Company, which shall not be unreasonably withheld by Nuance, and subject to the existence of a suitable arrangement between Nuance and the Lessor, Nuance shall, at Company's request, submit the invoice(s) for the Order to, and accept payment for the Order from, the Lessor. Notwithstanding the foregoing, Company remains fully liable to Nuance for all amounts due and owing under the Order. If Lessor fails to pay Nuance any amount due under the Order, when due, Company shall pay such amounts to Nuance immediately upon receipt of Nuance's invoice.

**6.7. Audit.** Company shall keep full, true and accurate records and accounts to support its use of the Software and Hosted Services, as applicable, under this Agreement. Nuance, or a third party appointed by Nuance, will have the right, not more than once a year and upon reasonable notice, to conduct an audit of Company's systems and records, to confirm compliance with the terms of this Agreement. Any audit will be performed during Company's normal business hours. If an audit reveals that Company's Software or Hosted Services usage exceeds its usage rights, as granted by Nuance, Company shall pay Nuance for all such excess usage, based on Nuance's standard pricing in effect at the time of the audit. If such excess usage exceeds five percent (5%) of the authorized usage, Company shall also pay Nuance's reasonable costs of conducting the audit. Nothing in this Section 6.7 will limit any other remedy available to Nuance.

**6.8. Shipment.** For Orders with Software and/or Equipment requiring delivery within the United States, such Software and/or Equipment will be shipped "FCA Shipping Point." For Orders with Software and/or Equipment requiring delivery outside the United States, unless otherwise specified in the applicable Schedule or Order, such Software and/or Equipment will be shipped "CPT Destination," or, at Nuance's option, "EX WORKS" with carrier arranged by Company. Company shall bear all shipping, freight and transportation charges from Nuance's warehouse facility.

## **7. TERM; TERMINATION.**

**7.1. Term.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms hereof, will continue in effect, unless the Parties otherwise agree in writing ("**Term**"). Each Party's rights and obligations related to Nuance Software licenses and/or Services delivered pursuant to an Order shall be limited to the duration or term of such Nuance Software license or Service as specified in the applicable Schedule or Order.

**7.2. Termination for Cause.** Either Party may terminate this Agreement or any Order upon written notice if the other Party commits a material breach of this Agreement or such Order and fails to cure such breach within thirty (30) days of receipt of written notice describing such breach. Notwithstanding the foregoing, Nuance may terminate this Agreement and/or any Order immediately upon written notice to Company if Company (a) infringes Nuance's intellectual property rights, (b) commits, or permits any third party to commit, any breach of confidentiality obligations under Section 9 ("**Confidentiality**"), or (c) Company has a receiver appointed to handle its assets or affairs, admits that it is insolvent, or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course.

**7.3. Effect of Termination.** Upon termination of this Agreement, all Orders issued under this Agreement will immediately terminate. Upon the termination of an Order, all Nuance Software licenses and Services under such Order shall immediately terminate, and Company shall immediately (a) cease use of the applicable Nuance Software (in any form, including partial copies in its possession or under its control) and/or Services, (b) return to Nuance or destroy all copies of the Nuance Software and certify in writing to Nuance that no copies have been retained by Company within ten (10) days of any expiration or termination, and (c) pay any outstanding amounts due to Nuance.

**7.4. Survival.** Notwithstanding anything to the contrary in this Section 7, the provisions of Sections 1, 3.3, 3.4, 5, 6, 7.3, 7.4, 8, 9, 10, 11, 12, and 14 of these General Terms and Conditions shall survive expiration or termination of this Agreement.

**8. HIPAA.** The Parties agree to the Business Associate Terms and Conditions attached hereto as **Exhibit A** and made a part of this Agreement, wherein Nuance may be referred to as "Business Associate" and Company may be referred to as "Covered Entity."

## **9. CONFIDENTIALITY.**

**9.1. Definition.** Subject to the exceptions contained in this Section 9.1, "Confidential Information" shall mean (a) all information disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, (b) all information 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) the Nuance Software, Documentation, and information provided as part of any 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, (iv) was independently developed by the Receiving Party without any use of the Confidential Information

of the Disclosing Party, or (v) is protected health information or any other personally identifiable information, the protection of which is governed by the Business Associate Terms and Conditions identified in Exhibit A. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

**9.2. 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.

**9.3. 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, to prevent its unauthorized use, disclosure, or publication to third parties, by using the same degree of care as the Receiving Party uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. 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.

**9.4. 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 9.4. 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.

**10. DATA.** Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Nuance to use the Data in accordance with this Section 10. Company gives Nuance the right, and Nuance has permission to use, the Data in accordance with this Section 10, and to de-identify the Data in accordance with 45 C.F.R. §164.514. Nuance and third parties acting under the direction of Nuance may use, compile (including creating statistical and other models), annotate and otherwise analyze the Data to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. Nuance shall own all intellectual property rights in all enhancements and improvements to its software and services that result from such use of the Data. Any and all information that Company provides will remain confidential, and Nuance may only provide access to Data to third parties acting under the direction of Nuance in order to fulfill the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law. Nuance will not use the names of individuals and companies to contact anyone for any reason. Nuance receives, uses and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by Company or its contractors. Accordingly, the foregoing Data shall not be deemed an official medical record or health record for any patient. Notwithstanding anything in this Agreement to the contrary, for Data which has been de-identified as provided above, Nuance will be permitted to retain, use and disclose such de-identified data during and after termination of this Agreement, subject to the provisions of, and for the purposes permitted in, this Section and the Business Associate Terms and Conditions.

## **11. LIMITED WARRANTIES.**

**11.1. Nuance Software Warranty.** Nuance warrants that upon initial installation of the Nuance Software (in the case of Nuance Software that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Software to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Software Warranty Period"), the Nuance Software will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranty set forth in this Section 11.1 will be for Nuance, at Nuance's option, to undertake reasonable efforts to correct or replace the nonconforming Nuance Software reported by Company during the Software Warranty Period, or to accept a return of and refund to Company, the fees paid by Company to Nuance for such non-conforming Nuance Software, and terminate the license to any such non-conforming Nuance Software.

**11.2. Nuance Equipment Warranty.** Nuance warrants that upon initial installation of the Nuance Equipment (in the case of Nuance Equipment that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Equipment to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Equipment Warranty Period"), the Nuance Equipment will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranties set forth in this Section 11.2 will be for Nuance, at Nuance's option, to undertake reasonable efforts to correct or replace the nonconforming Nuance Equipment reported by Company during the Equipment Warranty Period, or to accept a return of and refund to Company, the fees paid by Company to Nuance for such non-conforming Nuance Equipment.

**11.3. Services Warranty.** Nuance warrants that the Maintenance Services, Training Services and Professional Services provided by Nuance pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Company must notify Nuance of any breach of such warranty within ninety (90) days following performance of the non-conforming Services giving rise to the breach of warranty claim. Company's sole and exclusive remedy and Nuance's entire liability for any breach of the warranty set forth in this Section 11.3 will be for Nuance to re-perform such non-conforming Services that Company notified Nuance of in accordance herewith.

**11.4. Limitation of Warranties.** The warranties set forth in this Section 11 ("Limited Warranties") shall not apply, and Nuance shall have no warranty obligation or liability with respect to, (a) any Nuance Product that (i) is damaged through no fault of Nuance, (ii) is modified by anyone other than Nuance, (iii) is used for any purpose other than its intended purpose (as specified in the Documentation), (iv) is used with equipment not specified as compatible with the Nuance Product in such Nuance Product's Documentation, (v) is used with software not specified as compatible with said Nuance Product in the Nuance Product's Documentation, (vi) Company fails to properly install or maintain, (b) any computer malfunction not attributable to the Nuance Products or Nuance, (c) any incorrect use of the Nuance Products, or (d) any willful misconduct or negligent action or omission of Company.

**11.5. Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 11 ("LIMITED WARRANTIES") ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NUANCE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND TITLE. NUANCE DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE OR ANY THIRD-PARTY EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL NUANCE'S THIRD-PARTY SUPPLIERS OF ANY COMPONENT OF THE NUANCE SOFTWARE, HOSTED SERVICES OR NUANCE EQUIPMENT BE RESPONSIBLE OR LIABLE TO COMPANY OR ITS AFFILIATES FOR ANY DAMAGES, DIRECT OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN. SUCH THIRD-PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THE FOREGOING SENTENCE.

**11.6.** Company acknowledges its responsibility to regularly back-up data and to adequately test prior to deployment each production version of the Software in a configuration that reasonably simulates Company's planned production environment. For Hosted Services, Nuance shall have no obligation to maintain Data for Company beyond the data retention period specified in the Documentation.

## **12. LIMITATION OF LIABILITY.**

**12.1.** The following provisions set out the exclusions and limitations of liability of Nuance and its Affiliates, and their respective officers, agents, contractors and employees, to Company and its Affiliates, and their respective officers, agents, customers, contractors and employees, under or in connection with this Agreement, and/or in connection with any tortious act or omission including without limitation negligence and/or breach of duty including statutory duty arising under or in connection with this Agreement.

**12.2.** Nothing in this Agreement shall be taken to exclude or limit Nuance's liability for fraud or fraudulent misrepresentation, for intentional or criminal misconduct; for death, personal injury or tangible property damage caused by its negligence in providing services at Company locations; or to the extent that such exclusion or limitation is not otherwise permitted by law.

**12.3.** Subject to the foregoing provisions of this Section, Nuance shall not be liable for loss of profits or revenues, loss of anticipated savings, loss of customers, or loss of use of any software or data, nor for any special, consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation, howsoever caused, which arise out of or in connection with this Agreement or the Services.

**12.4** Except for Nuance's liability under Section 12.2 above, which shall not be excluded or limited under this Agreement, the Parties, having assessed the risks, agree that Nuance's total liability shall not exceed for each consecutive 12 months period ("Annual Period") of this Agreement (the first period commencing on the Effective Date) an aggregate amount equal to 100% of the amount paid by the Company during the corresponding Annual Period.

## **13. INDEMNIFICATION.**

**13.1.** Nuance shall, at its own expense, defend or, at its option, settle, any action brought against Company by a third party, during the Term, to the extent it is based on a claim that the Nuance Software and/or Hosted Services infringes any United States or Canadian patent, copyright or trademark, or misappropriates a trade secret of such third party. Nuance will indemnify Company against any damages and losses that are attributable to such claim or action and are assessed against Company in a final judgment.

**13.2.** Nuance shall have the foregoing obligations only if Company provides Nuance with (a) a prompt written request to undertake the defense in such claim or action, (b) sole control and authority over the defense and settlement thereof, and (c) all available information and assistance necessary to settle and/or defend any such claim or action. If the Nuance Software and/or Hosted Services becomes, or in the opinion of Nuance, is likely to become, the subject of an infringement claim or action, Nuance may, at its option, (a) procure, at no cost to Company, the right to continue using the Nuance Software and/or Hosted Services, (b) replace or modify the Nuance Software

and/or Hosted Services 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, terminate Company's right to use such Nuance Software and/or Hosted Services and (i) with respect to perpetual Nuance Software licenses, refunding the license fees Company paid for such Nuance Software, depreciated on a straight-line sixty (60) month basis from the delivery date, and (ii) with respect to Hosted Services, or term licenses or maintenance and support fees for Nuance Software, refund any prepaid and unused fees paid by the Company for the infringing Nuance Software and/or Hosted Services.

13.3. Nuance will have no obligation or liability under this Section for any claim or action resulting from any of the following: (a) any claim or action that would have arisen due to Company's business activities without use of the particular technology employed by the Nuance Software and/or Hosted Services, or (b) any claim or action resulting from any of the following: (i) modifications to the Nuance Software and/or Hosted Services by a party other than Nuance, (ii) the combination of the Nuance Software and/or Hosted Services with other products, processes, or materials not provided by Nuance if the Nuance Software and/or Hosted Services itself would not infringe, (iii) specifications or requirements supplied by Company that were used for the configuration of the Nuance Software and/or Hosted Services, or (iv) where Company continues allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement. This Section states the sole obligation and exclusive liability of Nuance (express, implied, statutory or otherwise), and the sole remedy of Company, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

#### 14. MISCELLANEOUS.

14.1. **Assignment.** Company 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, either Party may assign its rights and obligations hereunder to a third party in connection with (i) a merger with, (ii) the sale of substantially all of its assets to, (iii) a consolidation with, or (iv) the sale or intercompany assignment of a substantial part or all of its business utilizing this Agreement, provided (a) the assigning Party provides the other Party 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. Any such assignment by Company shall not increase the scope of any license or Service without the prior written consent of Nuance.

14.2. **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.

14.3. **Notices.** All notices hereunder shall be sent by the notifying Party, in writing, to the other Party (Attention: General Counsel) at its address set forth above (or such other address as it 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.).

14.4. **Relationship between the Parties.** In all matters relating to this Agreement, Company 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 in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Company and any such third parties, nor any obligation on the part of Company, to pay or to ensure the payment of any money due any such third party.

14.5. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, USA, without regard to choice of law rules, and Company hereby submits to the jurisdiction of the federal and state courts located in said Commonwealth and the applicable service of process. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both Parties agree to write this document in English. Les Parties ont convenu de rédiger le présent document en langue anglaise.

14.6. **Injunctive Relief.** Each Party acknowledges that any use or disclosure of Confidential Information by a Receiving Party in breach of this Agreement or any violation of Nuance's, its Affiliates' or their respective licensors' intellectual property rights may cause irreparable damage to the non-breaching Party, for which remedies other than injunctive relief may be inadequate, and the breaching Party agrees that it shall not object to the non-breaching Party seeking injunctive or other equitable relief to restrain the alleged breach or violation. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

14.7. **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 a Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. Neither a failure of a Party to exercise any power or right given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the other Party at variance with the terms hereof, shall constitute a waiver of a Party's right to demand exact compliance with the terms of this Agreement.

**14.8. Publicity.** Each Party is authorized to use the name and logo of the other Party on its website solely to identify such Party's relationship. In addition, either Party may refer to the existence of the Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Nuance may include Company's name in Nuance's customer list and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures. Company agrees that its name also may be listed in a quarterly Nuance earnings announcement as a new Nuance customer. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent.

**14.9. Entire Agreement; Headings; Counterparts.** This Agreement, its Schedules, Exhibits, Amendments, and all Orders issued hereunder constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. 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 and via electronic transmission, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

**14.10. Order of Precedence.** In the event of a conflict between or among the provisions in this Agreement, the order of precedence shall be as follows: (i) Business Associate Terms and Conditions, (ii) Schedules, (iii) General Terms and Conditions, (iv) Information Security Addendum (except as explicitly otherwise provided therein), (v) Maintenance Services terms, and (vi) each Order (except any invoicing or delivery terms explicitly stated on an applicable Order, or as explicitly otherwise provided in an applicable Order, or where the applicable Schedule states that Orders under such Schedule shall be superseding).

**14.11. No Third-Party Beneficiaries.** Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

**14.12. Export Controls; Government Use.** Company shall comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, shall 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 consist 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.

**14.13. Foreign Corrupt Practices Act.** Company shall comply with all applicable laws or regulations in all countries in which Company conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Company confirms by way of signature of this Agreement that Company has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA") and shall comply with the FCPA at all times.

**14.14. HHS Audit Right.** Until the expiration of four (4) years after the furnishing of Services under this Agreement, Nuance shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Nuance that are necessary to certify the nature and extent of the costs for which Company seeks reimbursement. Nuance further agrees that if Nuance carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing services pursuant to such subcontract, the related organization shall make available to the Secretary or the Comptroller General, as the case may be, or any of their duly authorized representatives, the subcontract, and such books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

**14.15. Discount Reporting Obligations.** Any discount or rebate, including a single discounted item or bundled discounts, received by Company hereunder is a "discount or other reduction in price," as such terms are defined under (i) the discount exception of the Medicare/Medicaid Anti Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A)) ("Discount Exception") and (ii) the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h) ("Discount Safe Harbor"), on the products or services purchased by Company under the terms of this Agreement. Under the Discount Exception or Discount Safe Harbor, Company may have an obligation to accurately report the net cost actually paid by Company, under any state or federal program which provides cost- or charge-based reimbursement for the products or services covered by this Agreement, or as otherwise requested or required by any governmental agency.

14.16 **GPO.** Nuance and Company agree that this Agreement (inclusive of any Schedules and Orders) is not connected in any way to any General Purchasing Organization (“GPO”) and is not made part of or subject to the provisions of any GPO contract. No administrative fees (or similar fees) will be paid to any GPO as a result of the revenue hereunder.

14.17 **CCPA Compliance.** Nuance and Company shall each comply with all applicable provisions of the California Consumer Privacy Act (“CCPA”). Each party shall, upon the other’s reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise ensure the parties’ compliance. For the purposes of this Section 14.17, the terms “Personal Information”, “Consumer”, “Processing”, “Service Provider”, “Business Purpose”, “Commercial Purpose”, “Sell” and “Third Party” shall have the meaning given to those terms in the CCPA. To the extent that Nuance receives from Company any Personal Information of any Consumer for Processing on behalf of Company pursuant to this Agreement: (a) Nuance shall be a Service Provider to Company under the CCPA; (b) Nuance shall not retain, use or disclose the Personal Information for any purpose other than for the specific purpose of performing services under this Agreement or as otherwise permitted by the CCPA, including for any Business Purpose; (c) Nuance shall not retain, use or disclose the Personal Information for a Commercial Purpose other than providing the services under this Agreement, and (d) Nuance shall not Sell the Personal Information. If Nuance authorizes any subcontractor, service provider or third party to use, store or process Personal Information of Company, Nuance shall enter into contractual provisions so that such subcontractor, service provider or third party is a Service Provider and not a Third Party under CCPA.

## Exhibit A

### HIPAA BUSINESS ASSOCIATE ADDENDUM

#### Business Associate Terms and Conditions

WHEREAS, Nuance (or “Business Associate”) may, pursuant to the agreement to which this **HIPAA Business Associate Addendum** is attached (the “Agreement”), perform certain services on behalf of or for Company (or “Covered Entity”) that require Nuance to access, create and use health information that is subject to the Health Insurance Portability and Accountability Act of 1996, Subtitle D of the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as amended (collectively, “HIPAA”); and

WHEREAS, this Exhibit A, which is attached to and made part of the Agreement, serves to establish the responsibilities of both Parties regarding Protected Health Information (“PHI”), and to bring this Agreement into compliance with HIPAA.

NOW, THEREFORE, the Parties agree to the following additional terms and conditions to those otherwise in the Agreement:

#### AGREEMENT

**1. DEFINITIONS.** Capitalized terms used in this Exhibit A, but not otherwise defined, shall have the same meanings ascribed to them in HIPAA.

**2. NO THIRD-PARTY BENEFICIARY.** Nothing in this Exhibit A is intended, nor shall be deemed, to confer any benefits on any third party.

**3. PERMITTED USES AND DISCLOSURES.** Except as otherwise specified herein, Business Associate may use and/or disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in this Agreement or as Required by Law, but shall not otherwise use or disclose PHI. Business Associate will not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may:

3.1 use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, and except as otherwise limited by this Exhibit A or the Agreement, as permitted by HIPAA.

3.2 disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.

3.3 use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

3.4 use PHI to create de-identified health information in accordance with 45 C.F.R. §164.514(b) and may use and disclose de-identified health information for any purpose permitted by law.

3.5 use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

**4. RESPONSIBILITIES OF BUSINESS ASSOCIATE.** Business Associate agrees:

4.1 to use appropriate safeguards, and to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

4.2 to report to Covered Entity promptly, but in no case longer than fifteen (15) business days, any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including a Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and any successful Security Incident of which it becomes aware. The Parties acknowledge and agree that this section 4.2. constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI. The contact information for the Business Associate and Covered Entity employees to whom reports of unauthorized use or disclosure of PHI, Breaches of Unsecured PHI and successful Security Incidents under this Section shall be made as provided below (as such information may be updated from time to time between the parties). Notification shall be made using the methods as provided in the relevant Underlying Agreement.

Business Associate:  
Chief Privacy Officer  
Nuance Communications, Inc.  
1 Wayside Road  
Burlington MA 01803  
Phone: (781) 565-5000 /

Email: [privacy@nuance.com](mailto:privacy@nuance.com).

Covered Entity:

Attn: Data Protection or Privacy Officer

At Company contact information as set forth on the applicable Order

4.3 to take reasonable steps to mitigate, to the extent practicable, any known harmful effect of a use or disclosure of PHI in violation of the requirements of this Exhibit A. Upon request, Business Associate shall promptly provide Covered Entity with information reasonably related to its discovery, investigation and mitigation activities associated with a Breach that affects Covered Entity.

4.4 to make PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate available to Covered Entity for Covered Entity to comply with an Individual's right of access to their PHI in compliance with 45 C.F.R. §164.524; provided, however, that unless otherwise expressly set forth in the Agreement, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity.

4.5 to make PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate available to Covered Entity for amendment and incorporate any amendment(s) to PHI that Covered Entity directs, in accordance with 45 C.F.R. §164.526; provided, however, that unless otherwise expressly set forth in the Agreement, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity.

4.6 to make the information required to provide an accounting of disclosures of PHI with respect to the Individual available to Covered Entity in response to a request from an Individual in accordance with 45 C.F.R. §164.528.

4.7 to the extent this Agreement requires Business Associate to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, to comply with the requirements of Subpart E that apply to Covered entity in the performance of such obligation(s).

4.8 to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA.

4.9 to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to substantially the same restrictions and conditions that apply to Business Associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii).

4.10 if Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of HIPAA, to take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract or arrangement with such entity, if feasible.

4.11 to the extent required by the "minimum necessary" requirements of HIPAA, Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

4.12 to refrain from receiving any remuneration in exchange for any Individual's PHI unless such exchange (i) is pursuant to a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, or (ii) satisfies one of the exceptions enumerated in the HIPAA regulations and specifically Section 13405(d)(2) of the HITECH Act.

4.13 to refrain from marketing activities that would violate HIPAA and specifically Section 13406 of the HITECH Act.

4.14 to provide training to applicable employees as required by HIPAA.

**5. RESPONSIBILITIES OF COVERED ENTITY.** Covered Entity shall:

5.1 provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

5.2 provide Business Associate, in writing, with any changes in, or revocation of, permission by Individual to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses or disclosures. Upon receipt by Business Associate of such notice of changes, Business Associate shall cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under HIPAA expressly applies.

5.3 notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522.

5.4 not request or require Business Associate to use and/or disclose PHI in a manner not permitted by HIPAA.

## 6. TERMINATION.

6.1 Termination for Cause. Either Party may immediately terminate this Agreement if such Party (the “Non-Breaching Party”) determines that the other Party (the “Breaching Party”) has breached a material term of this Exhibit A. Alternatively, the Non-Breaching Party may choose to provide the Breaching Party with written notice of the existence of an alleged material breach and afford the Breaching Party an opportunity to cure the alleged breach. Failure to cure the material breach within thirty (30) days of the written notice constitutes grounds for immediate termination of this Agreement.

### 6.2 Effect of Termination.

6.2.1 Except as provided in Section 6.2.2 below, upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This Section 6.2.1 shall apply to PHI that is in the possession of Business Associate and its Subcontractors or agents. Business Associate, its Subcontractors or agents shall retain no copies of the PHI.

6.2.2 In the event that Business Associate reasonably determines that returning or destroying the PHI is infeasible (as an example, as provided under Business Associate’s backup and/or disaster recovery requirements and processes), Business Associate shall extend the protections of this Exhibit A to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **INDEMNIFICATION.** Business Associate shall reimburse, indemnify and hold harmless Covered Entity for all Reasonable Indemnification Amounts (as defined in this paragraph) to the extent resulting from the negligence of the Business Associate that causes a breach of this Business Associate Addendum, Security Incident or Breach of PHI maintained by Business Associate or Business Associate’s agent or Subcontractor, subject to the provisions of the Agreement. “Reasonable Indemnification Amounts” means: fines or settlement amounts owed to a state or federal government agency; the cost of any notifications to individuals or government agencies; credit monitoring for affected individuals; damages or settlement amounts payable to affected individuals; and reasonable attorneys’ fees paid by Covered Entity. Notwithstanding the foregoing or any contrary provisions set forth in the Agreement, in no event shall Business Associate’s obligations for Reasonable Indemnification Amounts exceed an aggregate amount of five hundred thousand dollars (\$500,000.00).

**Exhibit A-1**  
**Canadian Terms Attachment**

The following modifications to the Sections of the General Terms and Conditions referenced below, and to Exhibit A, shall apply where Company is organized under the laws of, and is located in Canada.

1. **DEFINITIONS.** There are no changes to Section 1, except, in the definition of “Data” in Section 1.4, add the following to the end of Section 1.4: “Data may include PHI and Personal Information (as those terms are defined in Exhibit A-1 attached to this Agreement).”

6. **PAYMENT AND DELIVERY.** There are no changes to Section 6 except for the following two changes. First, in Section 6.4 (“Payment”), invoices shall be issued in, and payments shall be made in, Canadian dollars. Second, in Section 6.5 (“Company Purchase Orders”), replace the first sentence of the Section with: “Unless otherwise agreed by the Parties via an amendment to this Agreement, or in a purchase order waiver document signed by Company, Company will not pay Nuance’s invoices without a purchase order.”

8. **HIPAA.** Section 8 (“HIPAA”) is replaced with the following:

**8. PRIVACY LAWS.** It is the intent of Nuance to assist Company with its compliance requirements in connection with applicable Canadian health privacy laws, including but not limited to the Personal Health Information Protection Act (2004) (Ontario) (“*PHIPA*”) and the Personal Information Protection and Electronic Documents Act 2000 (“*PIPEDA*”). Nuance and Company therefore accept and agree to the Nuance Privacy Agreement incorporated herein by reference as Attachment 1 to Exhibit A-1 to this Agreement.

10. **DATA.** Section 10 (“DATA”) is replaced with the following:

**10. DATA.** Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Nuance to use the Data in accordance with this Section 10 and to process the Data in Canada and/or the United States. Company gives Nuance the right, and Nuance has permission to de-identify or anonymize the Data in accordance with applicable Canadian law or in any other manner such that there is no reasonable basis to believe that the Data could thereafter be used to identify an individual. Nuance and third parties acting under the direction of Nuance also may use, compile (including creating statistical and other models), annotate and otherwise analyze the Data to train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services that are provided to Company under this Agreement. Nuance shall own all intellectual property rights in all enhancements and improvements to its software and services that result from such use of the Data. Any and all information that Company provides will remain confidential, and Nuance may only provide access to Data to third parties acting under the direction of Nuance in order to fulfill the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law. Nuance will not use the names of individuals and companies to contact anyone for any reason. Nuance receives, uses and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by Company or its contractors. Accordingly, the foregoing Data shall not be deemed an official medical record or health record for any patient. For Data which has been de-identified or anonymized as provided above, Nuance will be permitted to retain, use and disclose such de-identified or anonymized data during and after termination of this Agreement, subject to the provisions of and for the purposes permitted in, this Section 10 and Attachment 1 to Exhibit A-1 to the Agreement.

**14.5 Governing Law.** Section 14.5 is replaced by:

**14.5 Governing Law.** This Agreement will be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to principles of conflict of laws. The parties hereto agree to submit all disputes related to this Agreement exclusively to the courts in the Province of Ontario to which each party consents to the jurisdiction of such courts and waives any objection it may have with respect to venue. Notwithstanding the above, Company agrees that any infringement by Company of Nuance’s intellectual property rights or unauthorized use of the license granted under this Agreement will result in irreparable harm to Nuance or its licensors, and therefore, that upon any such Breach or any threat thereof, Nuance shall be entitled to seek appropriate equitable relief in any court of competent jurisdiction, including but not limited to injunctive relief, in addition to whatever remedies it might have under this Agreement or at law. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

13.5. **Injunctive Relief.** In Section 14.6 the last sentence of the Section is replaced by: “The Parties further agree that in the event such equitable relief is granted in the United States or Ontario, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States or Ontario judgments.”

- 14.14. **HHS Audit Right. Section 14.14** (“HHS Audit Right”), to the extent it is not applicable under Canadian law, and is not applicable due to lack of nexus or jurisdiction under US law, shall not apply.
- 14.15. **Discount Reporting Obligations.** Section 14.15 (Discount Reporting Obligations”), to the extent it is not applicable under Canadian law, and is not applicable due to lack of nexus or jurisdiction under US law, shall not apply
- 14.16. **Exhibit A (“Business Associate Terms and Conditions”)** is replaced by the Privacy Agreement set forth on Attachment 1 immediately below.

**Attachment 1 to Exhibit A-1**  
**(Replacement to Exhibit A for Canadian Customers)**

**Nuance Privacy Agreement**

Whereas

(a) Company may be a health information custodian, trustee or other similarly regulated entity (“HIC”) as defined under applicable Canadian privacy laws and the regulations thereunder, if any, including the Personal Health Information Protection Act, 2004 (Ontario) (“PHIPA”) and the Personal Information Protection and Electronic Documents Act 2000 (“PIPEDA”) (collectively, the “Canadian Privacy Laws”);

(b) Nuance Communications, Inc. (“Nuance”) may be an agent, a provider or similarly regulated service provider of Company (“Provider”) as defined under Canadian Privacy Laws, including, but not limited to, section 10(4) of the Personal Health Information Protection Act, 2004 (Ontario);

(c) Company and Nuance have executed an agreement between the parties hereto, of which this Privacy Agreement is a part (the “Agreement”); and

(d) the parties hereto intend to comply with the applicable provisions of Canadian Privacy Laws by agreeing to this Privacy Agreement and executing and adopting the information practices described herein.

Nuance agrees to receive personal health information protected under PHIPA (“PHI”) and, as applicable, personal information (protected under PIPEDA (“Personal Information”) from Company in the course of supplying goods and services to Company in order to perform repair, maintenance services, or other services as described in the Agreement on behalf of Company. For the purposes of this Exhibit A, the terms PHI and Personal Information shall be collectively referred to as the “Protected Data.” Nuance and Company are providing the following assurances to each other that the Protected Data will be appropriately safeguarded and that each party will abide by the applicable provisions of Canadian Privacy Laws:

1. Nuance will only use and disclose any Protected Data it receives from Company as is permitted or required under the Agreement between the parties or the laws of Canada.
2. Company warrants and represents that, to the extent that it may be a HIC under certain Canadian Privacy Laws:
  - 2.1 Company is permitted or required to collect, use, disclose, retain, or dispose of the Protected Data under such Canadian Privacy Laws which is received by Nuance;
  - 2.2 The collection, use, disclosure or disposition of the Protected Data by Nuance as provided for in this Agreement is not contrary to any limitations imposed by Company, Canadian Privacy Laws or other applicable laws; and
  - 2.3 Company has met any prescribed requirements under applicable Canadian Privacy Laws.
3. Nuance will only access and use as much Protected Data as is reasonably necessary to perform its obligations and exercise its rights under the Agreement.
4. Nuance will use appropriate safeguards to prevent the use or disclosure of the Protected Data other than as provided for in the Agreement.
5. Nuance will report to Company at its first reasonable opportunity any material use, access, disclosure, theft or disposal of PHI not permitted or authorized by the Agreement of which it becomes aware.
6. Nuance will ensure that any of its employees or subcontractors to whom Nuance provides Protected Data that is received from Company under the Agreement will agree to the same restrictions and conditions that apply to Nuance with respect to such Protected Data.
7. Except as may be required to perform its obligations or exercise its rights under the Agreement, Nuance shall not disclose Protected Data to any affiliated or unaffiliated third party, other than its employees or subcontractors, without the prior written consent of Company. Company acknowledges that PHI may be transferred outside Canada to perform support and maintenance services.
8. To the extent practicable, Nuance will, upon request, make PHI available to Company for access requests and amendments and incorporate any amendments to such PHI into Nuance’s own records of such PHI. Company acknowledges that, depending on the product involved, searching by Nuance of audio and text dictations by data subject, and amendments of audio and text dictations by Nuance, may not be practicable.
9. Company reserves the right to inspect, at its sole expense, and upon reasonable advance notice, any Nuance records maintained in connection with the provision of services to Company, and otherwise audit and verify compliance with this Privacy Agreement.
10. At termination of the Agreement, Nuance will, if feasible, return or destroy all Protected Data received by Nuance from Company under this Agreement that Nuance still maintains in any form and retain no copies of such Protected Data thereafter. If such return or



destruction is not feasible, Nuance will extend the protections of the Agreement to Protected Data and discontinue any and all further uses and disclosures of such Protected Data.

11. The parties authorize termination of the Agreement by either party with 4 weeks' written notice in the event that either party reasonably determines that the other party has violated a material term of Canadian Privacy Laws. The aforesaid termination shall only take effect provided that such a breach has not reasonably been cured within the notice period.

12. The contact information for the Nuance and Company employees responsible for privacy matters under this Privacy Agreement are:

Nuance: Data Protection Officer  
Nuance Communications, Inc.  
1 Wayside Road, Burlington, MA 01803  
Email: [privacy@nuance.com](mailto:privacy@nuance.com).

Company: Privacy or Data Protection Officer  
Company Contact Information as set forth on the applicable Order

**Exhibit B – Schedules**

THE ADDITIONAL TERMS AND CONDITIONS OF THE FOLLOWING SCHEDULES ARE INCORPORATED AS PART OF THE HEALTHCARE MASTER AGREEMENT BETWEEN NUANCE AND COMPANY. EACH ORDER ENTERED INTO BY NUANCE AND COMPANY UNDER THIS AGREEMENT IS GOVERNED BY ONE OR MORE OF THE FOLLOWING SCHEDULES BASED ON THE PRODUCTS, SERVICES AND LICENSE MODELS IDENTIFIED IN SUCH ORDER.

Applicable Schedule	Applicable Schedule Link
Schedule for CDE Hosted Services and Professional Services	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/CDE_Schedule.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/CDE_Schedule.pdf</a>
Schedule for Choice for Clinical Documentation. <i>Covered products:</i> Dragon Medical One, PowerMic Mobile, PowerPack, Dragon Medical embedded in Epic Haiku/Canto, Epic Rover and Epic Cadence, Dragon Medical embedded in MEDITECH Expanse and Dragon Medical embedded in athenaClinicals Hosted Services; and Dragon Medical Network Edition/NMS Software term licenses.	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Choice_Encounters.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Choice_Encounters.pdf</a>
Schedule for Choice for Clinical Documentation (Gold and Platinum) and Dragon Medical (Single Instance and Choice) - Encounter Based Model. This is the prior Schedule version for Choice for Clinical Documentation, generally applicable to Orders placed on or before April 30, 2019 for Choice for Clinical Documentation or Dragon Medical site licenses where the Order includes an Encounter-based Annual Adjustment (“True-up”). <i>Covered products:</i> Same as above.	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule_for_choice_encounters_models_for_clin_doc_and_dragon.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule_for_choice_encounters_models_for_clin_doc_and_dragon.pdf</a>
Schedule for Clinical Language Understanding for Epic NoteReader Fact Extract – User Licenses	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/ENRFE_Schedule_User_Licenses.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/ENRFE_Schedule_User_Licenses.pdf</a>
Schedule for Clinical Language Understanding for Epic NoteReader Fact Extraction and Epic NoteReader CDI with Clinical Strategies - Site License	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/ENR_Schedule_Site_License.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/ENR_Schedule_Site_License.pdf</a>
Schedule for Dragon Medical embedded in athenaClinicals – User Licenses	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DM_embedded_in_Athena_Clinicals.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DM_embedded_in_Athena_Clinicals.pdf</a>
Schedule for Dragon Medical embedded in Epic Applications – User Licenses <i>Covered products:</i> Dragon Medical embedded in Epic Haiku/Canto, Epic Rover and Epic Cadence.	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Dragon_embedded_in_Epic_Applications_User_Licenses.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Dragon_embedded_in_Epic_Applications_User_Licenses.pdf</a>
Schedule for Dragon Medical embedded in MEDITECH Expanse – User Licenses	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DM_embedded_in_Meditech_Expans_e_User_Licenses.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DM_embedded_in_Meditech_Expans_e_User_Licenses.pdf</a>
Schedule for Dragon Medical Network Edition, Nuance Management Server and PowerPack Software – User Licenses	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule_for_dragon_med_network_ed_and_nms.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule_for_dragon_med_network_ed_and_nms.pdf</a>
Schedule for Dragon Medical One, PowerMic Mobile and PowerPack Hosted Services – User Licenses	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DMO_PMM_PwPk_User_Licenses.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DMO_PMM_PwPk_User_Licenses.pdf</a>

Applicable Schedule	Applicable Schedule Link
Multisite Rights Addendum	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/addendum-for-multisite-rights-05may-iw-co.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/addendum-for-multisite-rights-05may-iw-co.pdf</a>
Addendum for Community Service Providers	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Addendum_for_Community_Service_Providers.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Addendum_for_Community_Service_Providers.pdf</a>
Schedule for PowerScribe One and Add-On Products License (applicable to Orders for PowerScribe One placed on or before January 12, 2021)	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_PowerScribe_One.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_PowerScribe_One.pdf</a>
Schedule for PowerScribe 360: Add-On Products and Services License	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-addon.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-addon.pdf</a>
Schedule for PowerScribe 360: Exam Volume and Add-On Products and Services License	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-evl.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-evl.pdf</a>
Schedule for PowerScribe 360: Flex/MVC Transactional and Add-On Products and Service License	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-transactional-mvc.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-transactional-mvc.pdf</a>
Schedule for PowerScribe 360: Term and Add-On Products and Service License	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-term.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-ps360-term.pdf</a>
Schedule for PowerShare (applicable to Orders for PowerShare placed on or before January 12, 2021)	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-powershare.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/schedule-for-powershare.pdf</a>
Schedule for Nuance Diagnostic Solutions Platform (applicable to Orders placed on or after January 13, 2021 for PowerShare, PowerScribe One and other diagnostic software and hosted services, except for PowerScribe 360 software)	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Diagnostic_Solutions_Platform.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_Diagnostic_Solutions_Platform.pdf</a>
Schedule for Transcription Services	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Transcription_Services_Schedule_vApr262019.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Transcription_Services_Schedule_vApr262019.pdf</a>
Schedule for Nuance Surgical CAPD and Dragon Medical embedded in Nuance Surgical CAPD	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Surgical_CAPD.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Surgical_CAPD.pdf</a>
Schedule for ED Guidance	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_ED_Guidance.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_ED_Guidance.pdf</a>
Schedule for Inpatient Guidance for Dragon Medical Advisor	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Inpatient_Guidance_Schedule.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Inpatient_Guidance_Schedule.pdf</a>
Schedule for Nuance Cardiovascular CAPD	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Cardiovascular_CAPD_Schedule.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Cardiovascular_CAPD_Schedule.pdf</a>
Schedule for Nuance Dragon Medical Advisor	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/DMA_Schedule.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/DMA_Schedule.pdf</a>
Schedule for Dragon Ambient Experience (“DAX”)	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DAX.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/Schedule_for_DAX.pdf</a>
Schedule for Patient Support	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-of-service/healthcare/Schedule-for-Patient-Support.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-of-service/healthcare/Schedule-for-Patient-Support.pdf</a>
Schedule for Nuance Managed Services	<a href="https://www.nuance.com/content/dam/nuance/en_us/terms-of-service/healthcare/Schedule-for-Managed-Services.pdf">https://www.nuance.com/content/dam/nuance/en_us/terms-of-service/healthcare/Schedule-for-Managed-Services.pdf</a>

## EXHIBIT C

### INFORMATION SECURITY ADDENDUM

#### 1. PURPOSE AND EFFECT

This Information Security Addendum sets forth the Parties' mutual understanding relating to the privacy and security of Company Data which is transmitted, processed and/or stored in the applicable Nuance Products and Service. This ISA is hereby made part of and subject to the terms of the Agreement. The terms and conditions of this ISA supersede and replace any prior information security agreements and any existing terms and conditions between the parties (including any such terms and conditions in any underlying agreement) pertaining to the privacy and security of Company Data. For clarification, except as explicitly stated below, this ISA shall not supersede general confidentiality and nondisclosure provisions or Business Associate Agreements (or other privacy agreements set forth in Exhibit A-1, if applicable).

#### 2. DEFINITIONS

- 2.1. **Applicable Law** means any applicable laws pertaining to information privacy or security, including HIPAA and any state and federal data protection and privacy laws, that are applicable to Nuance in its ordinary course of providing the Services pursuant to the Agreement.
- 2.2. **Business Associate Agreement ("BAA")** means the business associate agreement required by law to be in place between Nuance and Company in relation to protected health information as defined under HIPAA. The Business Associate Agreement is attached to the Agreement as Exhibit A. If the provisions referenced in Section 2.1 of the General Terms and Conditions are applicable, then all references to the "BAA" herein shall be deemed to be replaced by such provisions.
- 2.3. **Company Systems** means information systems resources supplied or operated by Company or its contractors, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, proprietary applications, printers, and internet connectivity that are owned, controlled or administered by or on behalf of Company.
- 2.4. **Company Data** means any information that Company provides to Nuance that is transmitted or processed through a Nuance Product or Service which is covered by this ISA as defined in Section 2.7. For the avoidance of doubt, Company Data may contain Protected Health Information ("PHI").
- 2.5. **Independent Certification/Attestation** means: (i) HITRUST CSF Certification; or (b) an alternative certification, such as SOC II or ISO27001, designed to document and measure performance against control objectives that map to applicable requirements of a commercially reasonable industry standard security framework.
- 2.6. **Information Security Program** means a written information security program as described below in **Section 3.1**.
- 2.7. **Nuance Product or Service** means, for the purposes of this ISA, the applicable Nuance Hosted Service, as detailed in the applicable Order entered into under the Agreement (or subset of the Agreement such as a Schedule to the Agreement) to which this ISA is attached or incorporated by reference. For the avoidance of doubt, this definition does not include any on-premise applications or products, and, to the extent a Nuance Product or Service includes a Dragon Medical Embedded Hosted Service (each, an "Embedded Hosted Service"), this ISA shall apply solely to the Nuance-owned and managed voice component portion of such Embedded Hosted Service.
- 2.8. **Nuance System(s)** means, for purposes of this ISA and specifically, for the applicability of all minimum security requirements under the Agreement: any Nuance-owned and managed systems, including, but not limited to: networks, computers, devices, removable media and communication systems.
- 2.9. **Subcontractor** is any third party subcontractor to Nuance who processes Company Data, or provides a service or product in the fulfillment of Nuance obligations under the Agreement in connection with the Nuance Product and/or Service as specified in the Order.

#### 3. GENERAL REQUIREMENTS

- 3.1. **Information Security Program.** Nuance shall maintain a comprehensive information security program (the "Information Security Program" or "ISP") that aligns with a commercially reasonable industry standard framework, under which Nuance documents, implements and maintains the physical, administrative, and technical safeguards designed to: (a) comply with Applicable Law; and (b) protect the confidentiality, integrity, and availability of the Company Data. Nuance's ISP shall be consistent with the requirements of this ISA.

- 3.2. **Policies and Procedures.** As part of the Information Security Program, Nuance shall maintain written security policies and procedures to identify, prevent, detect, contain, and correct violations of measures taken to protect the confidentiality, integrity, availability, or security of the Company Data (collectively, "Policies"). The Policies shall: (a) assign specific information security roles and responsibilities to specific individuals; (b) include periodic risk assessments; and (c) provide an adequate framework of controls to safeguard the Company Data.
- 3.3. **Nuance Security Contact.** For all security issues related to Company Data, Company may contact security@nuance.com.
- 3.4. **Subcontractors.** Nuance shall enter into a written agreement with any Subcontractor that accesses Company Systems or creates, has access to, or receives from or on behalf of Nuance, any Company Data in electronic format; such agreement shall include substantially similar security controls as contained herein and as are applicable to any Subcontractor hereunder. Nuance shall be responsible for the compliance of its Subcontractors with all provisions of this ISA which are reasonably applicable to such Subcontractor given the nature of the Nuance Product or Services provided by such Subcontractor. Nuance will be responsible for the acts or omissions of its Subcontractors, which, if committed by Nuance, would constitute a breach of this ISA.
- 3.5. **IT Change and Configuration Management.** Nuance shall employ reasonable processes, consistent with commercially reasonable industry practices, for change management, code inspection, separation of development and production environments, and testing plans, as applicable. Code inspections must include a comprehensive process to identify vulnerabilities and malicious code. In addition, Nuance shall ensure that processes are documented and implemented for vulnerability management, patching, and verification of Nuance System security controls prior to their connection to production networks.
- 3.6. **Program Review and Updates.** Nuance shall make appropriate and timely adjustments to the Information Security Program based on periodic risk assessments; monitoring and regular testing of the effectiveness of safeguards. Nuance shall perform a review of safeguards at least annually or whenever there is a material change in Nuance's technical environment or business practices that is reasonably likely to materially affect the confidentiality, availability, or integrity of the Company Data.
- 3.7. **Data Retention.** Nuance shall not retain any Company Data following expiration or other termination of the Agreement, except as permitted under the Agreement, as required by law, or in accordance with Nuance's backup and/or disaster recovery processes. In the event that Nuance returns or destroys Company Data as provided in the Agreement or the BAA, Nuance, at Company's request, shall certify to Company in writing that such destruction of Company Data has been completed.
- 3.8. **Training.** Nuance shall provide appropriate training in relation to the handling and protection of Protected Health Information, and annual training regarding compliance with physical, technical, and administrative information security safeguards, to Nuance personnel.

#### 4. COMPANY OBLIGATIONS

- 4.1. **Company Obligations.** Company shall maintain a written information security policy in compliance with Applicable Law. Company's information security policy shall be at least as comprehensive as the requirements set forth in this ISA.
- 4.2. Accordingly, and in addition to the foregoing, Company will:
  - 4.2.1. Inform Nuance in writing if Protected Health Information shall be processed by Nuance in connection with the Services provided pursuant to the Agreement;
  - 4.2.2. Maintain and regularly test Company's internal security controls and policies, including an incident response plan and disaster recovery and business continuity plan for Company Systems that process Company Data.
  - 4.2.3. Provide reasonable support and comply with reasonable requests made by Nuance from time to time in connection with the obligations set forth hereunder.
  - 4.2.4. Notify Nuance in writing in advance of changes in the Company environment that may alter or prevent the performance of Nuance's obligations, as they relate to the provision by Company to Nuance of Company Data.
  - 4.2.5. Arrange and coordinate participation of Company vendors and subcontractors as may be necessary to participate in incident response activities.

- 4.2.6. Impose on Company vendors and subcontractors substantially the same obligations imposed on Company under the Agreement and this ISA for the protection of Company Data.
- 4.2.7. Respond promptly to alerts and notifications raised by Nuance with regard to service or security issues.

## 5. SERVICES SECURITY REQUIREMENTS

- 5.1. **Protection of Systems and Storage Media.** With respect to all Nuance Systems, including Nuance-issued and managed mobile devices or storage devices containing Company Data to the extent any are used, Nuance shall maintain reasonable and appropriate measures to physically secure such Nuance-issued and -managed Systems to prevent any unauthorized disclosure of Company Data while in transit and while at rest. All Nuance Systems on which Company Data is stored shall be protected against unauthorized access or modification. Nuance shall maintain reasonable and appropriate processes and mechanisms to maintain accountability and tracking of the receipt, removal and transfer of Nuance-issued and -managed Systems.
- 5.2. **Technical Safeguards.** Nuance shall maintain reasonable and appropriate technical security measures and safeguards to protect Company Data.
- 5.3. **Physical Security.** Nuance shall maintain appropriate physical security controls (including facility access controls and environmental controls) to prevent unauthorized physical access to the Nuance facilities and any physical areas in which Company Data is stored or processed.

## 6. INFORMATION SECURITY QUESTIONNAIRE AND AUDIT

- 6.1. **Security Questionnaire.** Upon written request, not more than once per calendar year, or more frequently in the event of a successful Security Incident, Nuance shall complete a non-invasive security questionnaire provided by Company's information security team, or a third-party security professional selected by Company ("Security Questionnaire"). The Security Questionnaire shall be limited to Company's reasonable requests for information related to Nuance's Information Security Program and related controls that are related to the Services. Nuance shall reasonably respond to such Security Questionnaire and, if applicable, shall provide documentation that has been approved for distribution to customers to Company in support of Nuance's responses under cover of a non-disclosure agreement.

The parties acknowledge and agree that, in the event Nuance provides an Independent Certification/Attestation for the applicable Nuance Products and Services, where such Independent Certification/Attestation exists, Nuance shall not be required to complete a Security Questionnaire for such Nuance Products and Services unless Company reasonably determines that the provided Certification/Attestation is not sufficient to (i) determine the security controls in place for the applicable Nuance Products and Services and (ii) confirm Nuance's compliance with the terms of this ISA. In addition, Company may require additional Security Questionnaires in connection with Orders for new or additional products or Services that are not covered by the Independent Certification/Attestation.

- 6.2. **Audit.** Upon a good faith reasonable belief that Nuance is not in compliance with the terms of this ISA, but not more than once per calendar year and upon no less than thirty (30) day's prior written notice, Nuance will provide to Company, at Company's expense, access to Nuance's U.S. headquarter location for the purpose of reviewing records relating to Nuance's compliance with the security terms set forth in this ISA, which includes but is not limited to applicable pertinent books and records, provided such books and records are not subject to any other confidentiality agreements and/or restrictions that prohibit Nuance from sharing such information with a third party. This right may be exercised no more than once annually (unless Nuance suffers a security breach or breaches the terms of this ISA) during normal business hours and in a manner that does not unreasonably interfere with the business operations of Nuance. Notwithstanding the foregoing, Company shall have no on-site right to access Nuance's data centers, infrastructures, and/or facilities housing servers containing Nuance customer data, and Company shall have no right to conduct security testing, including but not limited to penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing. Any information reviewed by Company in conjunction with this audit shall be considered Nuance Confidential Information. Furthermore, Nuance shall not be required to disclose any

information that would result in: (i) breach of confidentiality obligations with any of its other customers, (ii) breach of any agreement it has with any other third party, and/or (iii) violation of any Applicable Law or regulation.

- 6.3. **Remediation.** Any remediation requirements identified and mutually agreed as a result of responses to a Security Questionnaire or audit under Section 6.2 will be documented and tracked. Nuance shall use commercially reasonable efforts to complete such remediation requirements within the timeframes as are mutually agreed upon by the Parties.
- 6.4. **Results.** Responses to a Security Questionnaire or results of an audit under Section 6.2 shall be treated as Nuance Confidential Information, and Company shall be prohibited from sharing such information with any third party or subcontractor.

## 7. SECURITY INCIDENT

- 7.1. **Incident Response Plan.** Nuance shall maintain a written incident response plan and processes to detect, identify, report, respond to, mitigate and remediate information security incidents as required by this ISA and the BAA.
- 7.2. **Incident Notification.** Nuance shall provide notification to Company in writing of any security incident that results in, or which Nuance reasonably believes may result in, unauthorized access to or modification or disclosure of Company Data. Timing of such notification shall be per Nuance's internal policies and processes, and within a reasonable period of time, and in the event the affected Company Data contains PHI such timing shall be no longer than as required under the BAA.
- 7.3. **Response and Remediation.** In the event of an actual or suspected security incident, Nuance shall invoke its incident response plan and the Parties shall work together to promptly develop and implement a remediation plan, following the procedures set forth in their respective incident response plans.
- 7.4. **Contact.** Company's operational point of contact for notification of a security incident is [security@nuance.com](mailto:security@nuance.com).