

EULA

TERMS OF USE (NUANCE SCAN TO CLOUD)

BEFORE USING THE NUANCE SCAN TO CLOUD SERVICE (THE "NUANCE SERVICE"), CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS:

BY CLICKING ON THE "ACCEPT" BUTTON OR OTHERWISE ACCESSING OR UTILIZING THE NUANCE SERVICE IN ANY WAY, YOU, OR THE ENTITY YOU REPRESENT, ARE (1) ACKNOWLEDGING THAT YOU HAVE READ ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND THEM, CONSENT TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, BY CLICKING THE ACCEPT BUTTON, OR ACCESSING THE SERVICE, YOU ARE REPRESENTING THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, OR LACK THE AUTHORITY TO DO SO, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT UTILIZE OR OTHERWISE ACCESS THE NUANCE SERVICE.

1. LICENSE AND RESTRICTIONS.

Subject to your compliance with the terms and conditions contained in this agreement (this "Agreement"), Nuance Document Imaging, Inc. ("Nuance") grants to you a non-exclusive, non-transferable, non-sub-licensable, revocable limited license to use and access the Nuance Service. You agree to adhere to all laws, rules and regulations applicable to your use of the Nuance Service, including but not limited to the terms of this Agreement.

2. CHANGES.

Nuance may alter or completely discontinue the Nuance Service in its entirety. Any material change to the availability of the Nuance Service will be communicated to you. Nuance may change, remove or add features and functionality to the Nuance Service from time to time.

3. SECURITY AND DATA PRIVACY.

(a) Nuance will implement reasonable and appropriate measures designed to help you secure any documentation sent to or stored in the Nuance Service ("Your Content").

(b) Nuance will comply with its Privacy Policy found on its website (<http://www.nuance.com/company/company-overview/company-policies/privacy-policies/index.htm>) which may be modified from time to time. You consent to our collection, use and disclosure of Your Content in accordance with our Privacy Policy, and to the processing of Your Content as contemplated by the Nuance Service.

4. YOUR RESPONSIBILITIES.

(a) You are solely responsible for Your Content including, but not limited to, compliance with applicable law and any claims made related thereto. You are responsible for maintaining appropriate security, protection and backup for Your Content. Nuance is not responsible for any of Your Content that becomes lost, damaged or otherwise corrupted.

(b) You warrant that you have obtained the necessary consents under all applicable laws and regulations to: (a) provide Your Content (including any personal data included therein) to Nuance and that Nuance is authorized to handle and process Your Content (including and personal data included therein) as authorized herein; and (b) ensure that any such personal data included with Your Data is processed and disclosed fairly and lawfully when supplied or otherwise disclosed to Nuance.

(c) You acknowledge that:

(1) if you are located in the United States, that in delivering the Nuance Service, Nuance may at its sole discretion arrange to process personal data (including the contents of messages submitted for processing) outside the United States. Nuance will be responsible to take such steps as are necessary so that such data export is undertaken in a manner that complies with all applicable US laws and regulations.

(2) if you are located outside the United States, that in delivering the Nuance Service, Nuance may at its sole discretion arrange to process personal data (including the contents of messages submitted for processing) outside the European Economic Area. Nuance will be responsible to take such steps as are necessary so that such data export is undertaken in a manner that complies with Article 25 of the EU Directive 95/46/EC.

(3) Nuance is processing Your Content as directed by you; and to the extent that personal data are being processed by Nuance as part of the Nuance Service, you are the data controller and Nuance is the data processor.

(4) Nuance may collect and store the user names, passwords and email addresses that you so choose to supply to Nuance in order to facilitate your use of the Nuance Service.

(5) Nuance may track your use of the Nuance Service for the purpose of developing, servicing and improving the Nuance Service, provided you have indicated this is acceptable by separately "opting in".

(6) Nuance may contact you via the Nuance Service with information related thereto.

5. PROPRIETARY RIGHTS.

(a) As between you and Nuance, you own all right, title, and interest in and

to Your Content. Except as expressly provided or referenced herein, Nuance obtains no rights under this Agreement from you to Your Content, including any related intellectual property rights. You consent to Nuance's use of Your Content to provide the Nuance Services. Nuance may disclose Your Content to provide the Nuance Services to you, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) and to third party service providers who may be involved in the delivery of the Nuance Service, provided such third party agrees to confidentiality provisions reasonably calculated to protect your interest in Your Content.

(b) As between you and Nuance, Nuance or our affiliates or licensors own and reserve all right, title, and interest in and to the Nuance Services. Except as provided in this Section 1 above, you obtain no rights under this Agreement from Nuance or its licensors to the Nuance Services, including any related intellectual property rights.

(c) You may not use the Nuance Services, or authorize any third party to use the Nuance Service, in any manner or for any purpose other than as expressly permitted by this Agreement. You may not, nor may you authorize any third party to, attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Nuance Services, (b) reverse engineer, disassemble, or decompile the Nuance Services or apply any other process or procedure to derive the source code of any software included in the Nuance Services, (c) access or use the Nuance Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Nuance Services. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

6. SUSPENSION OF NUANCE SERVICE.

(a) Nuance may suspend your right to access or use any portion or all of the Nuance Services immediately upon notice to you if we determine:

(1) your use of or registration for the Nuance Services (i) poses a security risk to the Nuance Services or any third party, (ii) may adversely impact the Nuance Services or the systems or Content of any other Nuance customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

(2) you are in breach of this Agreement; or

(3) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

(b) If your right to access or use any portion or all of the Nuance Services is suspended:

(1) you remain responsible for all fees and charges you have incurred through the date of suspension;

(2) you remain responsible for any applicable fees and charges for any Nuance Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

(3) you will not be entitled to any service credits or other type of penalty for any period of suspension; and

Our right to suspend your right to access or use the Nuance Services is in addition to our right to terminate this Agreement or end or suspend the Nuance Service as provided herein.

7. TERM; TERMINATION.

(a) The term of this Agreement will commence on the Effective Date and will remain in effect for as long as you have properly paid for the right to use the Nuance Service.

(b) Termination

(1) You may terminate this Agreement for any reason by (i) providing Nuance notice and (ii) closing your account associated with the Nuance Service.

(2) Nuance may terminate this Agreement for any reason by providing you 30 days advance notice.

(3) Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

(4) Nuance may terminate this Agreement immediately upon notice to you (i) for cause, if any act or omission by you results in a suspension as described above, (ii) if Nuance's relationship with a third party partner who provides software or other technology we use to provide the Nuance Services expires, terminates or requires Nuance to change the way we provide the software or other technology as part of the Nuance Service, (iii) if Nuance believes providing the Nuance Service could create a substantial economic or technical burden or material security risk to Nuance, (iv) in order to comply with the law or requests of governmental entities, or (v) if we determine use of the Nuance Services by you or our provision of any of the Services to you has become impractical or unfeasible for any legal or regulatory reason.

(c) Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; (iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers.

8. INDEMNIFICATION.

You will defend, indemnify, and hold Nuance harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim relating to: (a) your use of the Nuance Services; (b) a breach of this Agreement or violation of applicable law by you; or (c) that Your Content or the combination of Your Content with other applications, content or processes, allegedly infringe or misappropriate the rights of a third-party rights. If Nuance is obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse Nuance for reasonable fees and expenses incurred by Nuance in responding to such third party subpoena or other compulsory legal order or process.

9. DISCLAIMERS.

THE NUANCE SERVICES ARE PROVIDED "AS IS." NUANCE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE NUANCE SERVICES, INCLUDING ANY WARRANTY THAT THE NUANCE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, NUANCE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY.

IN NO EVENT WILL NUANCE OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF COVER, ARISING FROM THE USE OF THE NUANCE SERVICE, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NUANCE'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED TEN THOUSAND DOLLARS US (\$10,000.00 US). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

11. NOTICE REGARDING RESELLERS

This Agreement for supply of the Nuance Service is directly between you and Nuance. Resellers of printers, copiers, multifunctional devices or other hardware from which the Nuance Service is accessed (i) do not supply the Nuance Service; (ii) are not party to this Agreement; and (iii) have no liability hereunder.

12. GENERAL.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNITED STATES OF AMERICA, without regard to its conflicts of laws principles, and you hereby submits to the exclusive jurisdiction of the federal and state courts in said Commonwealth in connection with any dispute arising out of this Agreement. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. This Agreement is the entire agreement between Nuance and you and supersedes any other communications or advertising with respect to the Software and the Documentation. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. The failure of Nuance to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.