



Service Agreement

This Service Agreement represents the entire agreement concerning the use of the Nuance Dictation Service (the "Service") provided to you by Nuance Communications Inc., 1 Wayside Drive, Burlington, MA 01803, USA or any of its affiliates, including, but not limited to, Nuance Communications Ireland Limited ("Nuance"), and supersedes any prior agreement, representation, or understanding between the parties regarding the Service. Unless otherwise amended, this Service Agreement shall apply to any modified version or upgrade of the Service delivered by Nuance to you.

1. Terms of Service Agreement Grant

Nuance hereby grants to you, and you accept, a personal, nonexclusive right to use the Service only in connection with the vehicle through which the Service was activated during the term as defined in Section 10.

2. Restrictions on Use

You agree to use the Service for personal use only and further acknowledge and agree that you may not market, distribute or offer the Service to any third party and/or make any use of the Service itself whatsoever to provide services to third parties without the written authorization of Nuance. You agree that all rights not expressly granted herein are reserved by Nuance. You agree that you will not assign, sublicense, or otherwise share your rights under this Service Agreement.

3. Speech Recognition

The Service utilizes speech recognition software that can recognize many voices, accents, speech patterns and words but not all and it may not work with your voice or the particular words you may speak.

You acknowledge that speech recognition is a statistical process and that errors in recognition of speech are inherent in the Service. Neither Nuance nor its automotive partner shall be liable for any damages arising out of errors in the speech recognition process which occur in connection with the Service.

4. Collection and Use of Speech Data

As a part of the Service, Nuance collects and uses Speech Data (as defined below) to provide the Service and to tune, develop, enhance and improve the speech recognition technology and other components of the Service, and other Nuance products and services. By accepting the terms and conditions of the Service Agreement, you acknowledge and agree that Nuance may collect Speech Data as a part of the Service. If you do not select the [OK] button the registration process will terminate and you will not be able to use the Service. Speech Data will only be used by Nuance or third parties acting under the direction of Nuance, subject to confidentiality obligations, to tune, develop, enhance, and improve the speech recognition components of the Service and other Nuance products and services. Nuance will not use the Speech Data and any information content embedded therein except as set forth above. "Speech Data" means the audio files of words dictated by you when you use the Service, associated transcriptions and log files generated in connection with your use of the Service.

Nuance will maintain Speech Data as confidential and will only disclose Speech Data to third parties subject to a confidentiality agreement, provided, however, that Nuance may be obligated to disclose Speech Data if required by court order or to a government institution if required by applicable law.

5. Service Interruptions

The Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions, equipment failures, including Internet, computer, telecommunications, and other things, many of which Nuance does not control. Service may not be available in certain places (e.g. tunnels, parking garages, or within or next to buildings). Neither Nuance nor its automotive partner is responsible for any interruptions in the Service. You agree that Nuance will not be liable for any damages for any violation of privacy occurring in communications over such networks.

6. Limited Warranty

THE SERVICE IS LICENSED "AS IS," AND NUANCE DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NUANCE DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR NEEDS, EXPECTATIONS OR INTENDED USE OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. NUANCE DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT THE TRANSCRIPTIONS OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE ARE TRUE, ACCURATE OR COMPLETE. YOU AGREE THAT ANY RELIANCE ON ANY TRANSCRIPTION OR INFORMATION PROVIDED BY NUANCE OR AVAILABLE THROUGH THE SERVICE SHALL BE AT YOUR OWN RISK.

7. Limitation of Liability

IN NO EVENT SHALL NUANCE BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, SALES OR USE OF THE SERVICE, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY ENHANCEMENTS OR MODIFICATIONS THERETO, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EVEN IF NUANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NUANCE'S TOTAL LIABILITY FOR DAMAGES CAUSED BY THE SERVICE EXCEED THE PRICE PAID FOR THE SERVICE FOR THE PERIOD DURING WHICH THE BREACH, DAMAGE OR INJURY OCCURRED.

8. Technology Rights

You agree that the Service is comprised of proprietary products of Nuance and/or its licensors, as appropriate. You further acknowledge and agree that all right, title, and interest in and to the Service, including associated intellectual property rights, is and shall remain with Nuance and/or its licensors. This Service Agreement does not convey to you an interest in or to the Service, but only a limited right of use revocable in accordance with the terms of this License Agreement. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DISASSEMBLE, DECOMPILE, RENT, LEASE OR LOAN THE SERVICE OR DOCUMENTATION OR CREATE DERIVATIVE WORKS BASED ON THE SERVICE OR THE DOCUMENTATION.

9. Obligation to Drive Responsibly

You recognize your obligation to drive responsibly and maintain attention to the road. You will read and abide with the Service operating instructions particularly as they pertain to safety and you assume any risk associated with the use of the Service. When using the Service, maintain your attention on the road. Nuance recommends that drivers use caution when using the Service while driving. Comply with all applicable national, state and local laws and regulations.

10. Term

if you register for a no fee Trial Term, this Service Agreement becomes effective upon your activation of the Service and shall continue for a period of two (2) months thereafter unless earlier terminated by Nuance. If you register for a paid subscription, this Service Agreement becomes effective when you activate the Service and shall continue for the period for which you elect during the enrollment process. Nuance may terminate this Service Agreement with or without cause at any time. If Nuance terminates this Service Agreement prior to the expiration of the Trial Term, Nuance shall have no further duty or obligation to You. The termination of this Service Agreement shall not adversely affect any of Nuance's other rights in respect of your use of the Service or your failure to comply with this Service Agreement. Notwithstanding the termination of this Service Agreement for any reason, the following provisions shall survive such termination: Sections 2, 4, 6, 7, 8, 12 and 15 of this Service Agreement shall remain in full force and effect and any violation of such provisions may result in legal action by Nuance.

11. Termination by Nuance. Nuance reserves the right to terminate the Service Agreement and Service by providing notice to you, In the event of such termination, Nuance may, at its sole discretion, offer new or upgraded service to you but Nuance has no obligation to do so. If you have paid for the Service, Nuance will refund a portion of the price which is associated with the portion of the Term which has been terminated.

12. Transfer of Vehicle

If you do not notify Nuance of the sale or transfer of your vehicle, the Service may continue to send reports or other information about the vehicle and/or Service to the billing address currently on file. In such case, neither Nuance nor its automotive supplier are responsible for any privacy related damages you may suffer.

13. Indemnity

You shall indemnify, and hold harmless Nuance and Nuance's suppliers, successors, affiliates, agents licensors, licensees, and assigns from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by Nuance in connection with all third party claims, suits, judgments and causes of action arising out of your use of the Service including, but not limited to, for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by you using the Service, for injury, death or property damage arising in connection with your use or non-use of the Service. No remedy herein conferred upon Nuance is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative.

14. Who Else This Agreement Covers

You agree that you will make any of your passenger or guests or other drivers aware of our rights and the limitations of this Service Agreement.

15. Promotional Materials

By using the Service you agree that Nuance may send you promotional or other advertising materials relating to the Service or related services, to the extent that sending such materials is permitted under applicable law.

16. Governing Law

If you live in the United States or any of its territories, Canada, Mexico, Bermuda, the Caribbean, the Falkland Islands, Central or South America, this Service Agreement will be governed by the domestic laws of the Commonwealth of Massachusetts, USA. If you live in



Japan, this Service Agreement is governed by Japanese domestic law. If you live in other countries wholly in Asia, west to and including Pakistan, or in Australia, New Zealand or the Pacific Islands, this Service Agreement is governed by the domestic laws of the State of New South Wales, Australia, including applicable Australian federal law. If you live in Germany, this Service Agreement is governed by the domestic laws of Germany. If you live in Europe (excluding Germany), or anywhere else in the world not mentioned in this section, this Service Agreement is governed by the domestic law of Ireland, including EU law applicable within Ireland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Service Agreement.

17. Severability

Should any court of competent jurisdiction declare any term of this Service Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof and the unenforceable term shall be construed to provide the maximum rights allowed by law.

18. No Waiver

The failure of Nuance to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Nuance as to subsequent enforcement of rights or subsequent actions in the event of future breaches.