

Nuance Communications, Inc.

HEALTHCARE CONNECTIONS PARTNER PROGRAM AGREEMENT

This Healthcare Partner Program Agreement ("Agreement"), effective on the date signed by the last party (Effective Date"), is by and between Nuance Communications, Inc. ("Nuance"), with its principal office at One Wayside Road, Burlington, MA 01803, and the undersigned ("Partner")

1 Definitions.

1.1 "Authorized VAD" means a Nuance authorized value-added distributor, a list of which is posted on the Program Website.

1.2 "End User" means an entity (or individual) licensing Software and/or purchasing Equipment and/or Services, as applicable, for its (their) own internal use, and not for resale, sublicense or distribution to others, and meets the requirements of an "Authorized Target Customer" as described in the Program.

1.3 "End User License Agreement" or "EULA" means an agreement directly between Nuance and the End User, which agreement is the terms and conditions that accompany the Nuance Software or such other form as Nuance, in its discretion, may designate.

1.4 "End User Order" shall mean a purchase order or other purchase- authorizing document signed and issued by an End User to Partner to purchase Products, which specifies, in detail: (a) the date of the purchase; (b) the name and address of the End User; (c) the Products being ordered and, with respect to Nuance software Products, the extent to which the End User is permitted to use such software (e.g., number of licenses, etc.), , and establishes that the Products are governed by the End User License Agreement.

1.5 "Not-for-Resale Copy" or "NFR Copy" means a copy of the Nuance software Products that is provided to Partner for use solely in accordance with the terms of Section 2.3 of this Agreement, and which cannot be resold by Partner.

1.6 "Order" means a purchase ordering document placed by Partner, to an Authorized VAD, for Products.

1.7 "Products" means the Nuance software licenses, equipment, and maintenance services offerings set forth in the attached Schedule A.

1.8 "Program" means the Nuance Healthcare Connections Partner Program, as described in the Program Guide.

1.9 "Program Guide" means the documentation that sets forth the benefits and obligations related to the Program, which document is published on the Program Website.

1.10 "Program Materials" means any Nuance technology (including software), services, information, materials and other benefits provided to Partner under this Agreement.

1.11 "Program Website" means the Program related internet or intranet site on which the Program Guide and Program Materials may be posted, which Partner is provided authorization to access under the Program.

1.12 "Revenue" means the total amount that Partner has paid to an Authorized VAD for the Products, minus any taxes, shipping charges and Product returns.

1.13 "Term" means the term of the Agreement, as indicated in Section 6 of this Agreement.

2 Grant of Rights.

2.1 Reseller Rights. Subject to the terms and conditions of this Agreement and the Program, Nuance hereby grants to Partner, and Partner hereby accepts from Nuance, a revocable, nonexclusive, non-transferable, non-assignable, fee-bearing limited right, solely during the Term of the Agreement, to:

- a) market the Products to prospective End Users located in the Territory.
- b) purchase solely from an Authorized VAD (by way of an Order), or such other party as Nuance designates in writing, for resale directly to End Users located in the Territory, commercially available versions of the Product (as indicated in the Price List, and made available through the Authorized VAD); and to resell such Products solely to the End User pursuant to an End User Order.

- c) redistribute to the End User the physical copies of the Products obtained by Partner from Nuance in association with such Order.

2.2 Program. Subject to the terms and conditions of this Agreement and the Program, Partner is hereby enrolled in the Program. Nuance reserves the right to change or discontinue the Program or any aspect of it at any time. Nuance will give Partner thirty (30) days' notice of any material Program feature or benefit change by posting it on the Program Website or by any other standard communication, such as individual written notices, or email, that Nuance establishes under the Program and uses to notify its partners. If Partner does not agree with a material Program change, then Partner has the right to terminate this Agreement under Section 6.2.

2.3 Limited Trademark License. Subject to the terms and conditions of this Agreement and the Program, Nuance hereby grants to Partner a non-exclusive, non-transferable, non-assignable, limited, royalty-free license to use Nuance's trademarks, logos, symbols, and names that appear in the Program Materials provided to Partner on the Program Website ("Nuance Marks"). Partner acknowledges and agrees that:

- a) Nuance is the sole owner of the Nuance Marks and the sole beneficiary of the goodwill associated with Partner's use of the Nuance Marks.
- b) Partner will not acquire any right, title or interest in the Nuance Marks by virtue of use of the Nuance Marks.
- c) Partner may not register, adopt or use any name, trademark, domain name or other designation that includes all or part of any Nuance trademark or service mark or any term that is confusingly similar to a Nuance trademark or service mark, or any term that is confusingly similar to a translation or transliteration of a Nuance trademark or service mark.
- d) Partner may use the Nuance Marks only in connection with Program Materials:
 - in the form provided by Nuance, only to hold itself out as a Nuance partner,
 - in accordance with applicable guidelines set forth on the Program Website,
 - for Program advertising and promotion activities only, and
 - only in accordance with the terms of this Agreement.
- e) Partner may not alter, animate or distort the Nuance Marks nor combine them with any other symbols, words, images or design elements.
- f) Partner may not use any of the Nuance Marks or Program Materials in connection with the transmission or distribution of unsolicited commercial email or in any manner that would violate local law or custom.
- g) Partner will not release any marketing materials using the Nuance Marks without prior written approval by Nuance. Partner shall make available within five (5) business days upon request by Nuance samples or copies of all marketing and advertising materials using the Nuance Marks.
- h) Partner will clearly display the Nuance Partner logo in its public communications to clearly communicate the relationship between the parties, as per this Agreement.
- i) Partner agrees to correct any improper use of the Nuance Marks within a time period as notified in writing by Nuance.
- j) Nuance will own all rights to any marketing material, which Nuance provides to Partner, or develops, or co-develops with Partner, related to any of Nuance's products.

2.4 Referential Use of Trademarks. Subject to the terms and conditions of this Agreement, Partner may use Nuance's corporate name, technology names and trademarks in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to Nuance and its technology and services, provided that such use is not likely to cause confusion about the source of Partner's solutions and services or Partner's relationship with Nuance.

2.5 Reservation of Rights. Nuance reserves all rights not expressly granted. Other than as expressly set forth in this Section 2, Nuance grants Partner no license or any other right in any Nuance intellectual property or other

proprietary right.

3 License Terms.

3.1 End User. Each End User's receipt and use of the Products shall be subject to the terms and conditions of the End User License Agreement. Partner shall promptly notify Nuance of any violation or potential violation of the terms of the End User License Agreement that comes to the attention of Partner.

3.2 Partner. Partner's receipt and use of any Nuance software provided under this Agreement and the Program (including NFR Copies) is subject to the terms and conditions of the agreement accompanying such Nuance software, as well as the terms and conditions of this Agreement and the Program Guide.

4 Obligations and Restrictions.

4.1 Intellectual Property. Partner will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) change, modify or otherwise alter, port, translate, or create derivative works of the Program Materials; (b) recreate, generate, decompile, disassemble or reverse engineer any Program Materials (or any portion thereof) or attempt in any way to reconstruct, identify or discover any source code, underlying ideas, or algorithms of any Program Materials by any means, or aid, abet, or permit others to do so; (c) use, sell, assign, transfer, lease, license, sublicense, copy, market, reproduce or distribute the Software, except as expressly permitted in this Agreement.

4.2 Partner shall comply with all terms and conditions of the Program, as indicated in the Program Guide.

4.3 NFR Copies. Any NFR Copies of the Nuance software Products provided to Partner under the Program may be used by Partner solely during the Term and for the sole and limited purpose of: (a) providing training to Partner's sales and support personnel, and (b) providing Partner-supervised demonstrations of the Nuance software Products to prospective End Users, in a non-production environment on systems operated by Partner. Partner may not rent, lease, sell, transfer, assign, distribute or sublicense such NFR Copies to any third party (including, without limitation, any End User), or otherwise allow direct or indirect use of such NFR Copies by any third party (except consultants and contractors performing services for Partner's benefit under the Agreement, and then only for such purpose). Partner shall not localize, alter, modify, or change the NFR Copy.

4.4 Equitable Relief. Partner acknowledges that unauthorized reproduction or use of the Program Materials shall constitute a material breach of this Agreement. Partner further acknowledges that such a breach will injure Nuance in ways that cannot be remedied fully by money damages. Accordingly, such a breach will entitle Nuance to equitable relief (including orders for specific performance and injunctions), as well as monetary damages.

4.5 Notices. Partner may not remove any copyright, trademark or patent notices contained in or on any Program Materials. Partner must include Nuance's copyright notice on the labels for any tangible media containing licensed Nuance technology and on any documentation for licensed Nuance technology, including on-line documentation. Partner must use the appropriate trademark, licensed Nuance technology descriptor and trademark symbol (either "™" or "®"), and clearly indicate Nuance's (or Nuance's suppliers) ownership of trademark(s) whenever a licensed Nuance technology name is first mentioned in any advertisement, brochure or in any other manner in connection with any licensed Nuance technology.

4.6 Sublicensing. Partner shall have no right to grant any sublicense of its rights under this Agreement unless explicitly agreed to in writing by Nuance or unless explicitly permitted under this Agreement.

4.7 Benchmark Testing. Partner shall not release to a third party the results of any benchmark testing of the Program Materials.

4.8 Sales Efforts. Partner, subject to the terms and conditions of this Agreement and the Program Guide, will undertake commercially reasonable efforts during the Term, at its own cost and expense, to promote and solicit the sale of the Products within the Territory, and represent Nuance and the Products accurately and fairly.

4.9 Compliance with Laws; Export Control. Partner acknowledges that the Products are or may be subject to certain laws, including, without limitation, the export control laws of the United States and prevailing regulations, orders or other restrictions which may be issued from time to time by the United States government concerning the exporting, importing and re-exporting of the Products and the direct products thereof. Partner shall comply with all such laws and all other laws that are applicable in the Territory. Partner shall also comply with the

United States Foreign Corrupt Practices Act. Partner shall indemnify and defend Nuance against any claim, liability or damages arising out of any breach of this Section 4.9.

4.10 Sales Information. Partner shall coordinate with Nuance its activities to resell the Products to End Users, by, among other things: (i) submitting to Nuance on a quarterly basis, upon Nuance's request, a marketing plan in a mutually agreed upon format, which will specify Partner's quarterly objectives and resource commitments; and (ii) providing Nuance with written status reports of such quarterly objectives, in a mutually agreed upon format, upon Nuance's request.

4.11 Software Specific Terms. The Software specific terms and conditions identified in Section B of Exhibit A (if any) are incorporated within and made a part of the Agreement.

4.12 End User Refunds. In the event an End User is entitled, pursuant to the End User License Agreement, to a refund of any fees paid under an End User Order, then, upon Nuance's written authorization to Partner, Partner shall promptly provide such End User with such applicable refund; at which time, Nuance, through its Authorized VAD, will refund to Partner the corresponding fees paid by Partner to the Authorized VAD. For the avoidance of doubt, no refund shall be provided by Partner to an End User hereunder without written authorization from Nuance.

4.13 Partner shall be responsible for all technical support for and communications with its customers. This includes distribution of patches or bug fixes that may be made available by Nuance for distribution.

4.14 Partner shall comply with the marketing guidelines set forth on the Program Website, including any additional terms, or transactional documents associated with any partner marketing funding programs, or promotional offerings that might be offered to Partner.

4.15 Partner shall comply with the sales guidelines, such as Minimum Advertised Price, the Dragon Medical Sales Market and Distribution Policy and other product restrictions stated on the Program Website.

4.16 Partner shall use best efforts to support Nuance's customer base. Partner will not take any actions related to the sale of Products to End Users, such as sale of a third-party product or suggesting use of Products by its End User which may be restricted by the End User License Agreement, such that use by the End User will result in the breach of the EULA.

4.17 Partner shall not make any misleading or deceptive statements or any misrepresentations concerning Nuance or any of Nuance's products. Partner shall indemnify and hold Nuance harmless from and against any third party claims arising from Partner's failure to comply with the requirements of this Section 4.17.

4.18 Partner shall not sell Products to third parties for further resale or distribution unless Partner has obtained Nuance's express written approval.

4.19 Partner shall purchase Products for resale solely from an Authorized VAD or a party designated in writing by Nuance. Under no circumstances shall Partner purchase Products for resale from any other sources, including, without limitation, any other Nuance reseller. A list of Authorized VADs may be found at the Program Website.

4.20 Partner shall not resell or auction Products on eBay or other internet auction web sites.

4.21 Partner shall not resell previous versions of Nuance software Products bundled with the current upgrade versions of Nuance software Products. Partner will not sell any versions of Nuance software Products that have been discontinued by Nuance, have been replaced by a new product, or succeeded by a new version, which has been released for more than 180 days.

4.22 Partner's employees shall not resell or market Products other than as employees of Partner; Partner's employees shall not resell or market Products on web sites other than Partner's own web site.

4.23 Partner will not disparage Nuance or any of its products in any way. Partner will not act in any way against the interests of Nuance. If requested by Nuance, Partner will immediately stop any conduct that Nuance believes disparages Nuance, disparages the Products or is contrary to Nuance's interests.

4.24 Audit. Nuance shall have the right, on ten (10) days' prior written notice to Partner, to audit Partner for the purposes of confirming Partner's compliance with the terms of this Agreement and the Program Guide.

4.25 Publicity Nuance will request Partner's permission to use Partner's name or corporate logos or identity in advertisements or promotions relating to the Program. Partner agrees not to unreasonably withhold or delay such permission. If Nuance does not receive Partner's permission or rejection within 10 days of receipt of a request, Partner will have effectively given its permission.

5 Warranties, Disclaimers, and Limitations of Liability.

5.1 Program Limitations. Nuance warrants that it will use reasonable care and skill to administer the Program. Partner's effort and resulting performance, however, are completely under Partner's control. Nuance does not guarantee Partner's satisfaction with the Program or any results. Except for loss and damage that cannot be limited or excluded under applicable law, (a) the Program Materials are provided to Partner "AS IS," and without any warranties of any kind and (b) NUANCE DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND SUPPLIERS ALL OTHER WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, SYSTEM INTEGRATION, TIMELINESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Partner agrees to defend, indemnify, and hold Nuance and its affiliates harmless from any claim (including without limitation, reasonable attorneys' fees) arising from Partner's acts or omissions (and those of Partner's agents) relating to Partner's performance under of this Agreement.

5.2 Partner Warranties. Partner represents and warrants that it will comply with all applicable laws and regulations, including the export control laws and regulations of the United States, in connection with this Agreement, the Program, and Partner's sales and marketing of Nuance's products. Partner agrees to indemnify, defend and hold Nuance harmless from any claims, causes of action, costs (including, without limitation, reasonable costs and attorneys' fees) and any other liabilities of any nature whatsoever related to any breach of this warranty.

5.3 Limitations of Liability. NUANCE IS NOT LIABLE TO PARTNER FOR ANY LOSS (WHETHER DIRECT OR INDIRECT) OF PROFITS, DATA, BUSINESS OR ANTICIPATED SAVINGS. IN ADDITION, NUANCE HAS NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FOR SUPPORT SERVICES, TERMINATION OR OTHERWISE). THE ONLY REMEDY THAT THE PARTNER MAY HAVE FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FOR SUPPORT SERVICES, TERMINATION OR OTHERWISE) IS TO TERMINATE THIS AGREEMENT. THESE TERMS APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM (INCLUDING NEGLIGENCE). THIS SECTION IS ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL NUANCE'S THIRD PARTY SUPPLIERS BE RESPONSIBLE OR LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE.

6 Term and Termination

6.1 Term. This Agreement is effective on the date both parties execute this Agreement, and unless terminated earlier, it will continue until the one-year anniversary of that date. On each yearly anniversary, this Agreement will automatically renew for an additional one-year term unless terminated in accordance with this Section.

6.2 Termination Without Cause. Nuance may terminate this Agreement or the Program, without any liability, at any time, without cause. Partner may terminate this Agreement at any time, upon 30 calendar days written notice to Nuance, without cause, after the one-year anniversary of this Agreement.

6.3 Termination for Cause. Nuance may terminate this Agreement if Partner fails to attain the Revenue levels dictated by the Program, as specified in the Program Guide, with fifteen (15) days notice. In addition to such other rights as may be available at law or equity: (1) either party may immediately terminate the Agreement if the other party: (a) materially breaches any of the terms of the Agreement or the Program and fails to remedy such breach within thirty (30) days following written notice thereof; (b) ceases to do business in the ordinary course, or otherwise terminates its business operations; or (c) files for, or has filed against it, a petition for relief under applicable bankruptcy law, or makes an assignment for the benefit of creditors, or has a receiver appointed for it, and such petition, assignment, receivership or agreement is not vacated or terminated within

thirty (30) days; and (2) any non-remediable breach shall entitle the non-breaching party to terminate the Agreement immediately upon written notice to the other party. Nuance retains all other rights and remedies, including refund to Nuance, or cancellation, of any partner marketing funds provided, or to be provided, to Partner under the Program.

6.4 Effect of Termination. When this Agreement or the Program is no longer in effect, Partner must immediately stop using any rights and benefits granted by this Agreement and the Program. Partner shall immediately stop holding itself out as a Nuance partner. Partner must also either return to Nuance or destroy all Program Materials. Upon notification of termination of the Agreement, marketing funds and promotional offerings will no longer be available to Partner, unless otherwise specified in writing by Nuance.

6.5 Survival. Sections 5.3, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement.

7 Confidential Information.

Confidential Information is all information and know-how transmitted as part of this Agreement, or the Program, that the disclosing party identifies as being proprietary or confidential or that, under the circumstances surrounding the disclosure, ought to be treated as proprietary or confidential. If Nuance provides Partner with customer leads, they are non-exclusive to Partner and are Nuance Confidential Information. Confidential Information does not include information that (a) the receiving party developed independently; (b) the receiving party knew before receiving it under the relevant agreement; or (c) is or subsequently becomes publicly available or is received from another party without breach of an obligation of confidentiality. Each party must treat Confidential Information as such. Neither party will disclose Confidential Information to any third party other than affiliates, employees, or agents who (y) have a need to know such information in order to assist in carrying out this Agreement, and (z) have been instructed by the disclosing party that all such information is to be handled in strict confidence. Partner may use Confidential Information only as part of this Agreement and Partner's participation in the Program. Neither party is required to refuse to disclose any information to the extent required by valid judicial or governmental order, as long as the party makes reasonable effort to provide the other party sufficient prior notice to permit it to meaningfully contest the order. Each party must refrain from disclosing any Confidential Information of the other for three years following the date of disclosure, unless such Confidential Information is personal information. If the Confidential Information is personal information, there is no time limit regarding non-disclosure. Partner specifically agrees to keep in confidence any customer information given to Partner under this Agreement. Partner also agrees to take reasonable steps to protect the customer information provided by Nuance from unauthorized use, access, disclosure, alteration or destruction. Upon termination or expiration of this Agreement or the Program, within 10 days and at Nuance's sole discretion, Partner will either (aa) return to Nuance all documents and materials (including any and all copies) containing customer information, together with all other materials and property of Nuance that are in Partner's possession or under Partner's control or (bb) destroy all such specified documents and materials (including any and all copies in any and all formats) and provide Nuance with a certificate of destruction signed by an officer of Partner.

8 Taxes.

8.1 Taxes. Partner shall pay all taxes arising as a result of or in connection with the transactions under this Agreement. Taxes are any foreign, federal, national, state, provincial, local, municipal, stamp or other taxes, duties, levies, fees, excises or tariffs. Taxes also include, without limitation, (a) any sales or use taxes or any value added taxes for goods or services, or business transfer taxes, now or in the future imposed on the provision of goods and services provided under this Program, (b) any taxes imposed or based on or with respect to or measured by any of Partner's net or gross income or receipts, (c) any franchise taxes, taxes on doing business, gross receipts taxes or capital stock taxes (including any minimum taxes and taxes measured by any item of tax preference), (d) any taxes imposed or assessed after termination of this Agreement, (e) any taxes based upon or imposed with reference to Partner's real and/or personal property ownership, and (f) any taxes similar to or in the nature of the taxes described above, that now or in the future may be imposed on Partner (or third parties with whom Partner enters into agreements relating to Partner's undertakings under this Agreement), together with any penalties, interest or any additions thereto. At Nuance's request, Partner or its affiliates shall provide Nuance with evidence of payment of the appropriate taxes to the appropriate authorities.

8.2 No Liability. Nuance is not liable for Partner's taxes, which are Partner's financial responsibility. Partner agrees to indemnify, defend and hold Nuance harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable costs and attorneys' fees) and any other liabilities of any nature whatsoever related to such taxes. If taxes are imposed on Nuance by law because of this Agreement, Nuance will invoice Partner in an equal amount and Partner shall pay the invoice within 30 days of receipt.

9 General.

9.1 Entire Agreement. The terms and conditions of this Agreement and the Program Website (including all of its contents), the Program Guide, any related transaction documents (such as supplements, exhibits, and invoices) form the entire Agreement with respect to the subject matter herein and supersedes any prior or contemporaneous oral or written communications about Partner's resale of the Products. If there is a conflict among any of the documents, the terms of a transaction document prevail over those of all documents, and an addendum prevails over the terms of this Agreement. Except as expressly provided herein, this Agreement can only be changed by an amendment signed by both parties, except that Nuance may change the Program Website and the Program Guide with respect to processes and guidelines relating to Program administration, policies, procedures, guidelines, benefits and similar changes. No waiver of any breach of this Agreement will be a waiver of any other breach and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

9.2 Notices. All notices and requests regarding this Agreement shall be sent, using delivery confirmation, to the addresses and numbers listed on the Program Website. Notices are considered to be delivered on the date shown on the confirmation of delivery. Nuance has the right to give notice by the Program Website.

9.3 Assignment. Partner may not assign this Agreement, by agreement, operation of law or otherwise, without the prior written approval of Nuance.

9.4 Program Website. Should there be any inconsistency between this Agreement and the Program Website (including the Program Guide), the Program Website shall prevail over this Agreement.

Nuance Communications, Inc.

By: _____

Title: _____

Date: _____

9.5 Relationship Between the Parties. Neither this Agreement, nor any of its provisions, will be construed as creating a partnership, joint venture, agency, or franchise relationship. Neither party will hold itself out as an agent or legal partner of the other party, nor attempt to make any commitments or enter into obligations on the other party's behalf to or with any third party.

9.6 Applicable Law; Attorneys' Fees. This Agreement and the Program shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. Any action arising under this Agreement or the Program may be brought only in the federal or state courts of the Commonwealth of Massachusetts. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in the Commonwealth of Massachusetts. Partner hereby waives all defenses of lack of personal jurisdiction and forum non conveniens. If either party commences litigation in connection with this Agreement or the Program, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses from the non-prevailing party.

9.7 Interpretation. The Agreement is being entered into among competent and experienced business persons and the terms and provisions of the Agreement shall be construed fairly as to the parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of the Agreement. Partner acknowledges that the limited warranties, disclaimers and limitations of liability contained in the Agreement set forth an allocation of risk reflected in the fees and payments due hereunder. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits and other attachments attached to the Agreement are incorporated into the Agreement to the same extent as if set forth in full therein.

9.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

PARTNER

Partner Company Name: _____

Principal Contact Name (Printed): _____

Principal Signature: _____

Date Signed: _____

Principal's email: _____

Partner Street Address: _____

City, State, Country, Zip: _____

Partner Phone: _____

Partner Website: _____

SCHEDULE A

Products & Product Specific Terms

A. Products

Dragon Medical Practice Edition

Dragon Medical Practice Edition 1 year Maintenance

Dragon Dictate Medical for Mac

Dragon Dictate Medical for Mac 1 year Maintenance

PowerMic II

Revolabs xTag microphone Plantronics Calisto Bluetooth Headset

Dragon Medical Practice Edition Training

B. Product Specific Terms

1) Box Edition is available as a single license purchase as well as in packages of 5 or 10 licenses. 5- and 10-packs are for a single customer use only and may not be broken up and sold individually.

2) The functional equivalents of the above peripherals may be supplied, depending on availability.