

Nuance Healthcare Channel Sales Market and Distribution Policy

Nuance has implemented the Dragon Medical Sales Market and Distribution Policy (“Policy”) which applies to Partner, pursuant to the Healthcare Connections Partner Program Agreement between Nuance and Partner (the “Agreement”).

This Policy is effective as of October 1, 2010 (updated on July 24, 2013).

Adherence to the Policy is a condition of Partner maintaining authorization as a Nuance authorized partner. The Policy and consequences for non-compliance are described in this document.

It is the responsibility of Partner to thoroughly read, understand and apply the terms of the Policy to their business.

Capitalized terms used in this Policy but not otherwise defined shall have the meaning as defined in the Agreement.

Definitions

“Sales and Marketing Related Activities” mean sales of products, marketing-related activities including, (but not limited to) any promotional, direct marketing, cold calling, sales calls, or prospecting efforts.

“Authorized Target Customer” means an independent physician practice consisting of 24 or fewer physicians that:

- is not owned or controlled, in whole or in part, by a larger group practice whose total number of physicians exceeds 24; and
- is not owned or controlled, in whole or in part, by a hospital health system.

Final decisions on which physician practices are considered Authorized Target Customers are at the sole discretion of Nuance.

“Non-Authorized Customer” means:

- a Physician practice or outpatient clinic of 25 or more physicians;
- a Hospital;
- a Practice or outpatient clinic that is owned or controlled by a Hospital.
- Besides the above criteria, any End User classified by Nuance as a Non-Authorized Customer and named on a list made available by Nuance.

“Territory” is defined as United States of America and Canada.

Sales and Marketing-Related Activities

USA

Subject to the terms of the Agreement, within the territory of the United States of America, Partner may conduct Sales & Marketing-Related Activities for all Authorized Products (as defined below) only to such End User customer that is an Authorized Target Customer. Partner may not conduct Sales and Marketing-Related Activities to any End User customer located within the United States of America that is a Non-Authorized Customer.

Canada

Subject to the terms of the Agreement, within the territory of Canada, Partner may conduct Sales and Marketing-Related Activities for all Authorized Products to all End User customers.

Authorized Products

The following Nuance products are available for sale by Partners (“Authorized Products”):

To New and Existing Customers

Partner may sell the following products to an End User customer to whom the Partner has never previously sold any Dragon Medical product or accessories (“New Customer”):

- Dragon Medical Practice Edition box product in quantities of single user box, as well as 5 and 10 license packs.
- 5- and 10-packs are for a single customer use only and may not be broken up and sold individually by the Partner.

Required Language for eCommerce Websites

To ensure End User customers are correctly guided to the appropriate product and authorized sales organization, Partner must clearly and prominently display the following instructional text on their eCommerce web pages:



- Dragon Medical Practice Edition is only intended for Independent Practices with 24 or fewer Physicians and not for sale to hospitals or practices with 25 or more Physicians.

The font size for this instructional text should be of the same size as other body text on the Partner's web page.

Penalties for Non-Compliance

Nuance will monitor each Partner's compliance with the Policy.

Should it be determined, in its sole discretion, that a Partner has conducted Sales or Marketing-Related Activities to resell Dragon Medical Practice Edition in a manner that is not in compliance with the Policy, Nuance may terminate the Partner's appointment as per the Healthcare Connections Partner Program Agreement, resulting in cancellation of the Partner's right to resell Dragon Medical product.

Nuance will provide notice of this termination in writing.

It is the responsibility of each Partner to familiarize everyone in their organization with the details of the Policy.

Partners may contact Nuance for clarification of elements of the Policy without penalty.

Policy on Changes to Product and Market Distribution

Nuance may, from time to time, elect to make changes to this Policy. Should Nuance make changes to the Policy, it will provide a minimum of 30 days' advance notice in writing to its Partners.