

Nuance Healthcare Channel Minimum Advertised Price Policy (MAP) & FAQs

Nuance has implemented a Minimum Advertised Price Policy (“M.A.P. Policy”), which shall apply to all partners (“Partners”) located in the United States and Canada who resell Nuance products. This M.A.P. Policy will apply to the Nuance products set forth on the attached price list (“Nuance M.A.P. List”).

The M.A.P. Policy shall apply to the current and all prior versions of Nuance products on the Nuance M.A.P. List, which may be changed from time to time at Nuance’s discretion. Each such change to the Nuance M.A.P. List shall state the date that it becomes effective. Nuance will provide at least 30 days’ notice prior to the date a change to the M.A.P. List becomes effective.

How M.A.P. Works

While each Partner remains free to establish its own advertised and sale prices for Nuance products, the Nuance M.A.P. List will show, for purposes of this M.A.P. Policy, the minimum advertised price for each listed Nuance product.

IF NUANCE DETERMINES, TO ITS SOLE SATISFACTION, THAT A PARTNER HAS ADVERTISED A NUANCE PRODUCT AT A PRICE BELOW THE PRICE AS STATED IN THE THEN-CURRENT NUANCE M.A.P. LIST ON MORE THAN TWO SEPARATE OCCASIONS, THEN NUANCE WILL CANCEL ALL ORDERS FROM THAT PARTNER FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS AND REFUSE TO ACCEPT NEW ORDERS FROM THAT PARTNER FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS. NUANCE WILL ALSO INSTRUCT ITS DISTRIBUTORS TO CANCEL ALL EXISTING ORDERS FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS, AND REFUSE FUTURE ORDERS FROM THAT PARTNER. ANY ACTION TAKEN BY NUANCE HEREUNDER SHALL BE WITHOUT LIABILITY TO NUANCE. PARTNERS MAY REQUEST REINSTATEMENT, AT THE DISCRETION OF NUANCE, EIGHTEEN MONTHS AFTER SUSPENSION.

Particular Situations

In many situations, determining the minimum advertised price of a product on the Nuance M.A.P. List will require nothing more than referring to the then-current Nuance M.A.P. List. In certain circumstances,



such as bundled promotions or a monthly advertised price, the following guidelines may be used to determine whether a given advertised price is above or below the minimum advertised price.

Bundled Promotions

Bundling a Nuance product with other products does not violate MAP Policy so long as the following criteria are met:

1. If a price for the Nuance product is noted in an advertisement, or otherwise used, the price must be prominently displayed in any advertising as well as conform with the Nuance M.A.P. Policy.
2. If multiple Nuance products are noted in the advertisement, or otherwise included in the bundle, the bundled price must be at least the sum of the individual M.A.P. prices for any Nuance products in the bundle that are listed in the Nuance M.A.P. List.
3. If Nuance products are bundled with 3rd party products, the bundled price must at least exceed the sum of the individual M.A.P. prices for the Nuance products in the bundle that are listed in the Nuance M.A.P. List.
4. If an advertisement offers a gift or rebate with the purchase of a Nuance product (or products), the value of the gift or rebate may not result in a net price that is below the price for that product or the sum of multiple products) listed in the Nuance M.A.P. List.

Monthly Price Advertising

Resellers may advertise Dragon Medical Practice Edition available for a monthly fee if the advertisement contains the following elements and wording shown below.

Required Elements:

1. The advertised monthly price must be clearly advertised as being an ongoing monthly fee and not a one-time purchase fee.
2. The following prices must be clearly listed:
 - a. The capital list price used to determine the monthly price.
 - b. The annual maintenance and support fee used to determine the monthly price.
 - c. Any other offerings included such as professional services or training, including a brief description and price.
3. Both the list price and maintenance price used as the basis for the monthly fee must be compliant with MAP policy.
4. There should be no wording that implies or suggests that there is a lower or better price available by contacting the reseller.

Required Example Wording:



Dragon Medical Practice Edition – now available priced at [\$ Reseller Price] per physician per month.

This price is based on a Dragon Medical Practice Edition purchase price of \$1599.99 per license, plus 3 years of maintenance and support priced at \$288 per year and training sessions priced at [Reseller training price] per physician.

What Advertising is Subject to the Policy?

For purposes of this M.A.P. Policy, **all media**, including print, television, radio, store displays, trade show displays and collateral, direct mail, catalogs, **and the Internet, including websites and mass emails** are considered “advertising.” Nuance views the Internet as equivalent to traditional advertising such as print advertising for purposes of this Nuance M.A.P. Policy.

If a particular Nuance product does not appear on the then-current Nuance M.A.P. List, then there is no minimum advertised price for the product. Upon the introduction of any new Nuance product, Nuance will notify Partners of the minimum advertised price for the new product, if any, and thereafter add the same to the next published Nuance M.A.P. List.

Additional Terms

Each Nuance Partner is free to independently decide whether to follow this M.A.P. Policy in connection with its advertising. In addition, each Partner is free to independently decide the prices at which the Partner will sell (as opposed to advertise) its Nuance products.

Nuance does not ask for, nor will it accept, any assurance of compliance or agreement from a Partner regarding this M.A.P. Policy. Moreover, Nuance will not discuss any conditions of acceptance related to this M.A.P. Policy. Nothing in this M.A.P. Policy (or in any agreement between Partner and Nuance) is intended to be, nor shall be construed to be, an agreement between Nuance and any Partner as to the minimum prices at which the Partner shall advertise or resell Nuance products. Nuance does not wish to receive any complaints about any other Partner’s promotional or pricing practices and will disregard any such complaints, whether oral or written.

The only Nuance representative authorized by Nuance to answer questions, or provide comments regarding this M.A.P. Policy, and to whom any questions regarding this M.A.P. Policy must be addressed in writing, is:

M.A.P. Administrator
Nuance Communications, Inc.
One Wayside Road
Burlington, MA 01803
EMAIL:MAPadministrator@nuance.com



No Nuance representative or employee has authority to modify or alter this M.A.P. Policy or the prices on the Nuance M.A.P. List. Any representation to the contrary by any Nuance Sales Representative is expressly unauthorized and disclaimed by Nuance.

From time to time, at Nuance discretion, Nuance might introduce certain time limited promotions. These promotions might include a temporarily price reduction of either a product or a bundle. If such events occur Nuance will announce the promotions via email to all partners, the price as communicated will fall under the M.A.P. policy. The 30 day announcement for these promotions will not apply.

The foregoing M.A.P. Policy and any Nuance M.A.P. List is subject to modification or discontinuance by Nuance, in its sole and absolute discretion, at any time.



Exhibit A – Nuance Healthcare Product & Sku List

Part Number	Description	SRP/MAP* (SRP = MAP)
Dragon Medical Practice Edition 2-No Maintenance		
A709A-X00-2.0	Dragon Medical Practice Edition 2-No MNT	\$1,599.99
A709A-X97-2.0	Dragon Medical Practice Edition 2, with PowerMic II-No MNT	\$1,899.99
A709A-XN9-2.0	Dragon Medical Practice Edition 2, Wireless-No MNT	\$1,749.99
A709A-XP3-2.0	Dragon Medical Practice Edition 2, 5-pack-No MNT	\$ 7,759.99**
A709A-XP4-2.0	Dragon Medical Practice Edition 2, 10-pack-No MNT	\$ 15,039.99**
A709A-XV6-2.0	Dragon Medical Practice Edition 2, 5-pack, with PowerMic II-No MNT	\$ 9,199.99**
A709A-XV7-2.0	Dragon Medical Practice Edition 2, 10-pack, with PowerMic II-No MNT	\$ 17,859.99**
A789A-RC8-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x-No MNT	\$599.99
A789A-X97-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x with PowerMic II--No MNT	\$899.99
Dragon Medical Practice Edition 2-Maintenance Option		
M-A709A-X00-2.0	Dragon Medical Practice Edition 2-MNT Option (Must add MNT sku)	\$1,599.99
M-A709A-X00-MNT-2.0	Dragon Medical Practice Edition 2-Maintenance	\$320.00
M-A709A-X97-2.0	Dragon Medical Practice Edition 2, with PowerMic II-MNT Option (Must add MNT sku)	\$1,899.99
M-A709A-X97-MNT-2.0	Dragon Medical Practice Edition 2, with PowerMic II-Maintenance	\$380.00
M-A709A-XN9-2.0	Dragon Medical Practice Edition 2, Wireless-MNT Option (Must add MNT sku)	\$1,749.99
M-A709A-XN9-MNT-2.0	Dragon Medical Practice Edition 2, Wireless-Maintenance	\$350.00
M-A709A-XP3-2.0	Dragon Medical Practice Edition 2, 5-pack-MNT Option (Must add MNT sku)	\$ 7,759.99**
M-A709A-XP3-MNT-2.0	Dragon Medical Practice Edition 2, 5-pack-Maintenance	\$ 1,552.00**
M-A709A-XP4-2.0	Dragon Medical Practice Edition 2, 10-pack-MNT Option (Must add MNT sku)	\$ 15,039.99**
M-A709A-XP4-MNT-2.0	Dragon Medical Practice Edition 2, 10-pack-Maintenance	\$ 3,008.00**
M-A709A-XV6-2.0	Dragon Medical Practice Edition 2, 5-pack, with PowerMic II-MNT Option (Must add MNT sku)	\$ 9,199.99**
M-A709A-XV6-MNT-2.0	Dragon Medical Practice Edition 2, 5-pack, with PowerMic II-Maintenance	\$ 1,840.00**
M-A709A-XV7-2.0	Dragon Medical Practice Edition 2, 10-pack, with PowerMic II-MNT Option (Must add MNT sku)	\$ 17,859.99**

M-A709A-XV7-MNT-2.0	Dragon Medical Practice Edition 2, 10-pack, with PowerMic II-Maintenance	\$ 3,214.80**
M-A789A-RC8-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x-MNT Option (Must add MNT sku)	\$599.99
M-A789A-RC8-MNT-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x-Maintenance	320.00
M-A789A-X97-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x with PowerMic II-MNT Option (Must add MNT sku)	\$899.99
M-A789A-X97-MNT-2.0	Dragon Medical Practice Edition 2, Upgrade from Medical 10.x or DMPE 1.x with PowerMic II-Maintenance	\$380.00
Nuance PowerMic II		
0POWM2S-004	PowerMic II Scanner Microphone	\$995.00
0POWM2N-A04	PowerMic II Non-Scanner Microphone (quantity 1-10)	\$424.00
0POWM2N-B04	PowerMic II Non-Scanner Microphone (quantity 11-25)	\$381.00
0POWM2N-C04	PowerMic II Non-Scanner Microphone (quantity 26-50)	\$339.00
0POWM2N-D04	PowerMic II Non-Scanner Microphone (quantity 51+)	\$295.00
0POWM2N-E04	PowerMic II Non-Scanner Microphone (quantity 1+)	\$424.00
Revolabs xTag		
SOLOXTG	Revolabs xTag mic and docking station	\$249.00
SOLXTCHG	Revolabs xTag docking station	\$149.00
XTAGMIC	Revolabs xTag mic	\$149.00
Headsets		
HD-GEN-002	Plantronics USB Headset	\$34.99
DNSBLUE-001	Plantronics Calisto Bluetooth Headset for Dragon users	\$149.99
Dragon Medical Training		
DNSM-001	Dragon Medical Onsite Training, 1 day (Travel costs billed to end-user)	\$2,500.00
DNSM-006	Dragon Medical Online Training, 1 user	\$750.00
DNSM-007	Dragon Medical Online Training Group Bundle, 5 users	\$3,000.00
* MAP is Minimum Advertised Price. Please see the MAP Policy for additional details.		
**5- AND 10-PACKS ARE FOR SINGLE CUSTOMER USE ONLY AND MAY NOT BE BROKEN UP AND SOLD INDIVIDUALLY.		
Dragon Dictate Medical for Mac--NO MAINTENANCE		
T301A-G00-4.0	Dragon Dictate Medical for Mac	\$ 999.99
T301A-GN9-4.0	Dragon Dictate Medical for Mac, Bluetooth	\$1,099.99
T301A-GC3-4.0	Dragon Dictate Medical for Mac, Digital Voice Recorder	\$1,099.99
T381A-G00-4.0	Dragon Dictate Medical for Mac, Upgrade	\$ 499.99

Updated 05/29/15



Dragon Medical Practice Edition – Minimum Advertised Price (MAP) Policy Frequently Asked Questions

This guide presents real-life, actual questions asked by resellers, and our responses. We hope this document is helpful and clarifies the policy.

Q: What is MAP Pricing?

A: Minimum Advertised Price (MAP) is the practice whereby a manufacturer unilaterally communicates an advertising pricing policy to all distribution Partners. It applies to “all routes to market.”

You may have wondered for example why all iPods are priced similarly regardless of whether a customer shops in the Apple Store, Best Buy, Amazon or other e-tailers. It's very likely that the manufacturer of that product – Apple in this case – has implemented a MAP Policy.

Q: What products fall under or are covered under MAP?

A: The Nuance Healthcare MAP Policy applies to all Dragon Medical Practice Edition versions and accessories including peripherals and services. All accessories in Exhibit A are covered by the policy, both those manufactured or created by Nuance and 3rd party accessories such as headsets and other microphones. Please see Exhibit A of the Policy.

Q: What types of marketing and advertising is covered?

A: The Nuance Healthcare MAP Policy applies to all print and electronic advertising including catalogues, Trade show / exhibit / conference / event signage, and web-based and internet-based electronic advertising such as web banners and also e-newsletters. Mass print and HTML / email communications – any “one to many” communication – is subject to this policy.

Q: Does MAP pricing apply only to resellers doing business in the U.S.?

A: MAP Pricing for Dragon Medical Practice Edition is applicable to both U.S. and Canadian resellers.

Q: You list Revolabs products in the MAP Policy. But I don't even buy Revolabs products from Nuance, nor to my knowledge are they Nuance products. I don't understand why/how Nuance can establish a MAP policy for such products, unless they are specifically the Nuance SKU's for the products.

A: If a product is listed in Exhibit A of the MAP Policy, then Nuance resells it and it is covered by the MAP Policy and cannot be advertised for less than the SRP.

Q: Ok, so what is the actual MAP Price?

A: The MAP policy states that Nuance Healthcare and Partners may not advertise any Dragon Medical Practice Edition product below the Manufacturer's Suggested Retail Price (SRP), which may be found in “Exhibit A” of the official MAP Policy document. Any Partner which advertises below the Minimum Advertised Price is not in compliance. Nuance Healthcare will notify all parties of any changes to the MAP Policy. If a product is not listed in Exhibit A in the MAP Policy, then the Policy does not apply.

Q: What is MAP for a Nuance Medical Product which are bundled with another product or service not listed in Nuance Healthcare MAP Policy?

A: You calculate the MAP Price for a bundle by adding the MAP Price for each offering supplied by Nuance and adding \$1 for products not sold by Nuance. For example: Partner sells Dragon Medical Practice Edition plus a high quality headset. The lowest possible MAP for that bundle is “current MAP Price” for Dragon Medical Practice Edition + \$1 for the headset.

Q: What happens to a reseller who is found to be in violation of the Policy?

A: The policy’s language says it best: “IF NUANCE DETERMINES, TO ITS SOLE SATISFACTION, THAT THE PARTNER HAS ADVERTISED A NUANCE PRODUCT AT A PRICE BELOW THE PRICE AS STATED IN THE THEN-CURRENT NUANCE M.A.P. LIST ON MORE THAN TWO SEPARATE OCCASIONS, THEN NUANCE WILL CANCEL ALL ORDERS FROM THAT PARTNER FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS AND REFUSE TO ACCEPT NEW ORDERS FROM THAT PARTNER FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS.

“NUANCE WILL ALSO INSTRUCT ALL OF ITS DISTRIBUTORS TO CANCEL ALL EXISTING ORDERS FOR ALL DRAGON MEDICAL PRACTICE EDITION PRODUCTS, AND REFUSE SUCH FUTURE ORDERS FROM THAT PARTNER. ANY ACTION TAKEN BY NUANCE HEREUNDER SHALL BE WITHOUT LIABILITY TO NUANCE. PARTNERS MAY REQUEST REINSTATEMENT AT THE DISCRETION OF NUANCE AFTER EIGHTEEN MONTHS.”

Q: If another partner sends a direct mail into my area and offers Dragon Medical Practice Edition for \$1, Nuance doesn't wish to hear of it? And if I do complain, Nuance will ignore the complaint? If this is the case, then how is MAP enforced at all?

A: It would be very unfortunate if another partner were to advertise via mail or any other method and show prices below MAP. A standard element of a successful MAP Policy is that the manufacturer, or the direct third-party agent of the manufacturer which is not a reseller of the manufacturer, is responsible for unilaterally policing compliance.

There are several monitoring organizations which use sophisticated techniques, business practices, and resources to monitor advertising in a broad range of forms. Nuance has engaged the leading vendor in this space as its authorized partner to ensure compliance across all forms of advertising.

We also believe it is in our partners’ best interest to focus their resources on serving their Dragon Medical Practice Edition customers and not in other, less productive areas.

Q: Can we mention MAP pricing to my customers? I am asking if we can tell everyone that the price of the newest version is going up?

A: You are free to mention that Nuance is unilaterally implementing a MAP Policy in the near future as this information has been communicated publicly to resellers.

SRP for Dragon Medical Practice Edition products is unchanged so it is not correct to refer to this new policy as a price increase.



Q: Can products be displayed on a web site at the correct MAP price – but loaded into a Customer's shopping cart at a price below MAP price?

A: The current version of the MAP Policy does not cover pricing in a shopping cart. For the present, resellers may show a price which is not in compliance with MAP as long as the shopping cart is not a static web page but is dynamically generated only after a customer selects one or more products from the shopping cart in order to see a price.

Q: Can products be displayed on a web site at the correct MAP price – with an email link to request a lower price?

A: No language or navigation on a website should instruct or imply to customers that by taking any action, including contacting a reseller, they may receive a lower price. Nuance will unilaterally take action as a result. Language such as "Call for best price!", "Lowest prices if you contact now!", "Special offer now available" is not in compliance with MAP Policy.

Q: What about resellers who advertise copies of Dragon Medical Practice Edition that are given away for "free" – either through a drawing, or as a "no extra charge" part of a larger EMR sale and installation, for example. Are they covered under MAP?

A: Under the terms of the Policy, resellers cannot advertise Dragon Medical Practice Edition for a price below MAP. So none of the 3 examples provided below would be in compliance with MAP Policy, and unilateral action would be taken by Nuance in all of these instances.

Examples of promotions or pricing which do not meet the terms of MAP Policy:

- "Buy this EMR for 20k and get a "free"~ copy of Dragon Medical Practice Edition..."
- "Spend at least 30k and get a copy of Dragon Medical Practice Edition..."
- "Sign a 2 year contract for 20% off list and get a "free" copy of Dragon Medical Practice Edition..."
- Language which suggests that Dragon Medical Practice Edition is or other elements of a bundle are "free" or "no charge" or "no extra charge" violates MAP Policy.

Q: With the wildly fluctuating USD to Canadian exchange rate can cause some large changes via US And Canadian pricing depending on when you order. How is this being addressed? Also, we have duty costs and higher shipping then dealers that can order in the US. Is this being taken into account for our MAP pricing?

A: The Policy now includes a Canadian Price List as shown in Exhibit, based on current currency exchange. It will be updated from time to time to reflect shifts in currency. As the price will be the same for all Canadian resellers, no one vendor will have a different MAP price. It is not administratively possible to update on a daily or weekly basis a revised Canadian MAP Policy although we understand that currency changes may as you indicate be volatile from time to time.

The MAP Policy does not address shipping costs.



Q. If you have more than one additional non-Nuance peripheral for sale as part of a Dragon Medical Practice Edition bundle, does the advertised pricing structure have to reflect an add-on price that would somehow or other delineate each additional item by assigning a dollar number to it? For example, let's assume that I sell Dragon Medical Practice Edition, a Philips SpeechMike Pro, and an Olympus handheld recorder. Can I advertise this combined item for one penny more than the minimally advertised pricing structure will permit? During our training seminar we were given an example that involved a bundled price with a non-Nuance peripheral product of MAP price plus an additional one dollar. Does it have to be a minimum of one dollar? Can it be only one penny?

A: If you have more than one additional non-Nuance peripheral: you must add a minimum of \$1.00 for EACH non-Nuance supplied peripheral in addition to the MAP price(s) for each Nuance product in the bundle to remain in compliance with the MAP policy. A penny per each product is not in compliance.

Q: Another factor that we as dealers have to take into consideration is that we are also under agreement with a number of peripheral companies such as Olympus and Philips. We are not permitted to advertise their products below a certain pricing structure and therefore there is a concern that they could construe a package selling price to violate the terms of their agreement. I am portraying a delicate balancing act among all these various products.

A: We understand that as resellers of many products you must follow the MAP policies of other companies (Olympus, Philips). We cannot advise you or other resellers on what approach to take regarding pricing to remain in compliance with your other suppliers other than to ensure that each product in a bundle which is covered under a MAP Policy be priced at no lower than MAP as defined by that manufacturer's Policy.

Q: Are email and written quotations for a specific client subject to MAP policy?

A: Email and written quotations for a specific client are not subject to MAP policy as long as a) they are addressed to a specific client and are clearly identified as a proposal or quotation and b) these quotes are not also used as examples in advertising in any manner as outlined in the policy.

Q: We've gone to great lengths to develop a very detailed, comprehensive and proprietary training approach which we believe delivers superior results. Does our training and consulting offerings fall under MAP Policy?

A: Your self-developed training process does not fall under MAP Policy. At present, only "Nuance-developed" (i.e., if you resold our training) training falls under the policy. This may change over time as we "certify" VARs as trainers but for the moment, it doesn't fall under MAP.

Q: What if I have more questions?

A: Send your questions to MAPadministrator@nuance.com. You will receive an acknowledgement within 7 business days. Please note that Nuance may take more than 7 days to answer your questions. We also reserve the right to not answer all questions.

