



**Nuance Support Services Guide
Maintenance and Support Services - VAR**

1. Maintenance and Support Levels, Services, Term

1.1 **Services.** Nuance will provide the Level 3 (as more fully defined below) Maintenance and Support Services ("**M&S Services**") that Company selects in an Order for M&S Services in accordance with this Nuance Support Services Guide (the "**Guide**") and the Master Distribution Agreement between the parties, or equivalent agreement between the parties which governs the distribution of Nuance Software and the associated M&S Service (the "**Agreement**"). M&S Services will include those services set forth in Table A at the support level selected.

"**Level 3 Support**" means the service provided to isolate the reported problem to a component level of the Nuance Software, provided such reported problem is reproducible by Company and/or Nuance and does not relate solely to enhancements or other modifications made by Company, and in such case provides a reported problem correction or a circumvention (followed as promptly as practicable by a reported problem correction). Nuance will provide telephone support as and when necessary to fulfill Level 3 Support obligations. Nuance's obligations with respect to Level 3 Support are contingent upon proper use and application of the Nuance Software in accordance with applicable specifications and does not cover repair or replacement caused by negligence, alterations, or modifications not approved by Nuance, or maintenance or repair not performed by Nuance. Level 3 Support will also include the creation of modifications to the Nuance Software that enable the temporary or permanent resolution of a defect in the Nuance Software for which a resolution has not been electronically distributed to Company's designated personnel.

1.2 **Term.** If Company elects to purchase M&S Service for an End User in a purchase order, Company's right to receive M&S Service shall be deemed to begin upon the date(s) on which the Nuance Software was obtained for such End User and shall extend for a twelve (12) month period thereafter (an "**Initial Maintenance Period**"); subsequent M&S Service periods extending for twelve (12) months commence immediately on expiration of the prior Maintenance period (each a "**Maintenance Period**"); provided that Company has issued a purchase order as set forth in the Agreement.

Table A. M&S Services for Nuance Software

Coverage	SDK Support*	Premium Support	24x7 Support
Error Correction	Yes	Yes	Yes
Updates	Yes	Yes	Yes
Upgrades	No	Yes	Yes
Technical Support	Web-based, email, and telephone	Web-based, email, and telephone	Web-based, email, and telephone
Availability	8:30 a.m. to 5:30 p.m. during business days. Customer selects Eastern US Time, Central European Time, China Time or India Standard Time.	8:30 a.m. to 5:30 p.m. during business days. Customer selects Eastern US Time, Central European Time, China Time or India Standard Time.	24 x 7 (including holidays) for Critical Errors only Business hours for all other Error Severities
Trouble Tickets	5/year	Unlimited	Unlimited
Online Knowledge Base	Yes	Yes	Yes
Tech Bulletin (tech tips, FAQs, patches)	Yes	Yes	Yes
Available Error Severity (see Table C)	Medium, Low	Critical, High, Medium, Low	Critical, High, Medium, Low

* SDK Support is only available when Company purchases a license to a SDK.

2. Error Correction

2.1 Error Correction. M&S Services include Error correction. "Error" means failure of the Nuance Software to materially conform to its Documentation, but excluding any nonconformity resulting from Company's misuse, improper use, or unauthorized change of any Nuance Software; Company's failure to implement Updates or Upgrades; or the combining of Nuance Software with hardware or software not supplied or identified as compatible by Nuance. Errors are classified in Table B.

Table B. Error Classification

Critical	High	Medium	Low
<p>Nuance Software is not operational in production and a work-around is not available.</p> <p>Critical Errors include the following:</p> <ul style="list-style-type: none"> • Nuance Software may cause corruption or destruction of data • The System fails catastrophically (50% or greater reduction of service) • Two or more reboots of the system per day • Degraded performance in which the Nuance Software cannot return an average recognition result or synthesized speech for 50% of requests within 8 seconds. 	<p>A major function in the Nuance Software is not operational and no acceptable work-around is available, but Company is able to do some production work.</p> <p>High Errors include the following:</p> <ul style="list-style-type: none"> • System is usable but incomplete (one or more documented commands/ functions are inoperable/ missing) • System fails catastrophically (10%-50% reduction of service) • One reboot per day of the system • Degraded performance in which Nuance Software cannot return an average recognition result or synthesized speech for 25% of requests within 8 seconds • Delay in production rollout due to development issue 	<p>There is a loss of a function or resource in Nuance Software that does not seriously affect the Company's operations or schedules.</p> <p>Medium Errors include the following:</p> <ul style="list-style-type: none"> • Issues associated with the installation of Nuance Software • Any "Critical" or "High" Error that has been temporarily solved with a work-around. • Development efforts blocked by an Error significant enough to impact the project schedule. 	<p>All other issues with Nuance Software.</p> <p>Low Errors include the following:</p> <ul style="list-style-type: none"> • Errors in Documentation • Nuance Software does not operate strictly according to specifications • Development related question that is general in nature and does not impact project schedule.

2.2 Error Classification. Upon identification of an Error, Company will notify Nuance and provide Nuance with sufficient information to locate and reproduce the Error. Nuance will work with Company to determine the classification of such Error.

2.3 Telephone Support. Where applicable, Nuance will provide telephone assistance to Company for the Nuance Software in accordance with the response and resolution targets set forth in Table C. Such services include: (a) clarification of functions and features of the Nuance Software, (b) clarification of any Documentation pertaining to the Nuance Software, (c) guidance in the operation of the Nuance Software, and (d) Error verification, analysis and code corrections, as necessary, to cause the Nuance Software to perform substantially in accordance with the most current Documentation.

2.4 Service Level Objectives. Nuance and Company acknowledge the potentially idiosyncratic nature of any Error in the Nuance Software, and not all Errors including, without limitation, text to speech (TTS) pronunciations will be corrected. Nuance will use commercially reasonable efforts to attempt to resolve any Errors within the target times specified in Table C, but failure to meet target times will not constitute a failure to perform a material provision of this Guide.

Table C. Response and Resolution Targets

Error Severity	Initial Response Goal	Activity	Target Goals	Resolution	Resolution Method
Critical Support)* (24/7)	4 hours	continuous effort	4 days		patch/work around
Critical Support)* (Premium)	4 business hours	continuous effort during business hours	4 business days		patch/work around
High*	8 business hours	continuous during business hours	15 days		patch/work around
Medium	24 business hours	business hours	30 days		patch as required
Low	48 business hours	as required	none		as needed

*Not available for SDK Support.

3. Delivery of M&S Services, Company Obligations

3.1 Maintenance. Nuance will provide electronically (a) Updates and Upgrades, if any, and appropriate Documentation for the Nuance Software for installation by Company, and (b) release notes providing additional documentation and provisional solutions to reported problems with the Nuance Software. “**Update**” means a release of Nuance Software that contains error corrections and/or minor functional enhancements. “**Upgrade**” means a version of Nuance Software that contains substantial functional enhancements.

3.2 Place of Performance. M&S Services will be performed by remote access unless Nuance and Company mutually agree that on-site service at the Company's site is required, in which case Company will pay travel and accommodation expenses.

3.3 Company Obligations. Company will:

- (a) Provide Level 1 and Level 2 Support to its customers.
- (b) Identify the End User when logging an M&S Services ticket with Nuance.
- (c) Comply with the Certification Requirements for the Volume Discount and Marketing Program to which Licensee is assigned in order to ensure Licensee will have the skills to adequately support its customers.

"**Level 1 Support**" means the service provided in response to the initial inquiry from an End User regarding Nuance Software operation generally or which identifies and documents a reported problem in the Nuance Software.

"**Level 2 Support**" means the service provided to analyze or reproduce the reported problem or to determine that the reported problem is not reproducible. Level 2 Support also means resolving any End User issue caused by a defect in the Nuance Software when Nuance has provided an electronic notice of the defect and the needed support action to Company's designated personnel.

(b) Supervise, control, and manage the Nuance Software, implement backup procedures and maintain a current backup copy of all programs and data to protect information in the event of Errors or malfunctions of the Nuance Software or equipment upon which the Nuance Software is loaded or operating and to protect data from damage during the performance of M&S Services;

(c) Provide Nuance with reasonable telephonic or remote access to Company's personnel and equipment upon which the Nuance Software is loaded or operating;

(d) Document and promptly report Errors or malfunctions of the Nuance Software to Nuance. Company will take all necessary steps to carry out procedures provided by Nuance for the correction of such Errors or malfunctions within a reasonable time;

(e) Properly train its personnel in the use of the Nuance Software and the equipment on which the Nuance Software is loaded or operating;

(f) Update to latest version of Nuance Software as applicable and necessary; and

(g) Not run virus protection or backup software when calls are being taken. Such software should be run during maintenance windows when no calls are being taken.

(h) Company shall designate one primary and one backup individual (each a “**Technical Contact**”). A Technical Contact shall serve as the liaison with Nuance support personnel. With each additional EURO 250,000 in net annual Maintenance and Support fees, Company has the option to designate an additional one (1) primary and one (1) backup Technical Contact. Company’s designated Technical Contact shall be the sole liaison between Company and Nuance for M&S Service. To avoid interruptions in services, Company must notify Nuance whenever its Technical Contact responsibilities are transferred to another individual. Company may be charged a fee to designate additional Technical Contracts without meeting the above criteria.

- (i) In the event of conflict between the terms of this Guide and the Agreement, the terms of the Agreement shall control.

Following written notice to Company and a 10 day cure period, Nuance may suspend M&S Services to the extent Company’s failure to comply with this Section 3.3 substantially increases the cost or difficulty of Nuance providing such services.

4. Version Support Policy

4.1 Prior Software Versions. Nuance will support the Nuance Software in accordance with its then-current Nuance Software Availability and Support Policy, a copy of which is available at <http://network.nuance.com> under the “Nuance Software Availability And Support Policy” link. In order to ensure uninterrupted M&S Services, Company shall ensure that Company is using a supported version of the Nuance Software in accordance with such policy.

4.2 Operating Environment. Company will be responsible for ensuring that the particular release specified for the system software (such as operating system, firmware or utilities) is being used. Nuance may suspend M&S Services until the necessary system software is installed. Company’s obligation to pay fees for the then-current M&S Period will not be affected by such suspension.