

## Introduction: Nuance Sales Tools Partner Program

The Nuance Sales Tools Partner Program (EMEA) (the “Program”) is designed to provide you with resources and support to help you to reach your sales goals.

When you join the Program, Nuance will make you aware of all of the sales and marketing support options to help put you on the fast track to success. The Program has been designed to promote the following Nuance products from the Core Imaging business unit: Power PDF, OmniPage, PaperPort and PDF Converter for Mac.

As a current Nuance reseller, you get access to the following tools:

- Product information, collateral, and more
- Deal Registration Program
- Reward Portal
- Access to Nuance University

By registering to the Program, you will become a Premium Reseller and you will benefit from the following extra advantages:

- Bi-Monthly newsletter
- Access to the Nuance Sales Training Program
- NFR program (Not for resale licenses for internal use)
- Access to Nuance generated leads
- Dedicated Channel Account Manager and/or Inside Sales Manager
- Access to Dedicated Pre-sales engineer
- New product release scoops
- Reseller Incentive scheme level
- Partner may be referenced as a Partner on the Nuance Corporate Website (EMEA)

### Why Become a Nuance Premium Reseller?

You will gain access to a broad spectrum of sales and marketing tools through the Partner Website; participate in joint marketing planning and programs; receive personal assistance from an assigned Nuance sale, marketing and technical resource; or benefit from some combination of self-service and live support.

What’s in it for you? Consider these perks:

- Partner Website — Nuance’s partner-only web site provides self-service access to the latest Power PDF, OmniPage, PaperPort and PDF Converter for Mac product information, valuable sales and marketing tools.  
[www.NuanceSalesTools.com](http://www.NuanceSalesTools.com)
- Training — Nuance provides convenient web-based and live training to keep Connections Partners up to speed with the latest version of our products.
- Access to Software — Nuance provides partners access to our products, including Not-for-Resale copies of new software releases.
- Price Incentives — Partners can qualify for incentives on our products subject to qualifying terms and conditions.
- Lead Generation Programs — on a regular basis Nuance implements marketing programs in key vertical markets, driving valuable leads back to qualified partners.

- Corporate Communications — Nuance engages in ongoing communications with partners via email, conference calls, webinars, and e-newsletters.
- Technical Support — Nuance provides technical pre-sales support to help partners qualifying opportunities to ensure high levels of satisfaction at the end user side.
- Account Management — Qualifying partners receive personalized attention, including pre-sales support, joint account visits, and marketing program planning and implementation, from assigned Nuance resources.

## 1. Definitions

“**Partner(s)**” means authorized Nuance distributors or corporate resellers.

“**Program**” means the Nuance sales tool partner program (EMEA)

“**Nuance Products**” means the products set forth in the attached Schedule A as resold by Partners through distribution or as a corporate reseller.

“**Program Guide**” means the documentation that provides additional rules, requirements, and description of any benefits related to the Program, as provided to Partner at the time of the application and also published on the Program Website. Nuance may update the Program Guide from time to time at its sole discretion.

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

“**Program Level**” means either the different levels of program benefits identified as Premium Partner level.

“**Program Website**” means the Program related internet or intranet site that Partner is provided authorization to access upon certification under the Program.

“**Territory**” means the following countries for which this Agreement and the Program is valid and applicable: all EU member states plus Switzerland, Liechtenstein, Norway and Iceland.

## 2. Program

### 2.1 Enrollment

Nuance and Partner agree:

a) this agreement (“Agreement”) is not a reseller or distribution agreement; and

b) Partner’s enrollment into the Program for the Territory is subject to receipt by Nuance of a completed Nuance Onboarding Form and Partner’s successful completion of the Nuance onboarding process on the Program Website. By agreeing to the terms of this Agreement, Partner gives the undertaking that it has reviewed the terms and conditions of the Program Guide, and hereby agrees to the requirements provided therein. The Partner Program shall only be applicable to the Territory mentioned above. For clarity, references to the term ‘partner’ or ‘Partner’ in this Agreement, the Program Guide, Program Materials or any such related materials does not imply a ‘partnership’ in the legal sense (as further set out in Section 7.4 below).

### 2.2 Registration

Nuance Partners can obtain the Premium Partner level by registering to the Partner Program and accepting the terms and conditions of the Program.

Partners who don't wish to register for the Partner Program will nevertheless also have access to the Program Website (base access). Premium partners will get access to the Program Website and will get access to additional content related to the level benefits.

BASE: no registration required

PREMIUM: Registration to the program required

Registration shall be completed by any of the following Partner representatives: Vendor relationship manager, Alliances manager, Sales Director, Marketing manager.

Once registered, additional Partner representatives may be added as users.

Registration to the Program will only be possible through the Partner Website [www.NuanceSalesTools.com](http://www.NuanceSalesTools.com)

### 2.3 Benefits

- (a) Partner may receive certain benefits under the Program, which vary by Program Level. Generally, benefits may include sales, quarterly and/or annual sales and marketing programs and promotions, training, technology, services, and/or technology development programs. Such benefits are subject to and described in the Program Guide.
- (b) Partner may be entitled to use the Nuance-approved Partner logo, ("**Partner Logo**") if applicable, in accordance with the guidelines set forth herein and in the Program Guide.
- (c) Nuance may provide advice on the Nuance Products to Partner (covering general understanding of the Nuance Product and understanding on how to sell and implement the Nuance Products) as described in the Program Guide.
- (d) Nuance may provide Partner with "Not For Resale" copies of new versions of Nuance Products for use in demonstrations as defined on the Program Website.
- (e) The benefits set forth in this Agreement are available to Partner only.

### 2.4 Obligations

To maintain its status as a Premium Partner under the Program, Partner agrees to comply with certain obligations; as such obligations are described in the Program Guide. Additionally, Partner agrees:

- (a) Partner shall be responsible for communications with its customers and end users.
- (b) Partner shall use reasonable and diligent efforts to promote Nuance's Products.
- (c) Partner shall use best efforts to support Nuance's customer base such as Nuance will support the Partner's customer base. Partner will not take any actions related to the sale of Products, such as sale of a third-party product or suggesting use of Products by end user which may be restricted by the End User License Agreement (EULA) accompanying the Products, such that use by such end user customer will result in the breach of the EULA.
- (d) Partner shall not make any misleading or deceptive statements or any misrepresentations concerning Nuance or Nuance's products.
- (e) Partners are required to collaborate with Nuance on sales and marketing plans, and attend conference calls, and webinars as requested by Nuance.
- (f) Partner shall purchase Nuance Products for resale from designated Nuance-authorized distributors subject to the applicable terms and conditions as agreed by and between such a distributor and Partner. A list of the Nuance-authorized distributors will be made available by Nuance on request.
- (g) Partner shall not resell previous versions of Nuance Products bundled with the current upgrade versions of Nuance Products. Partner shall not resell any versions of Nuance 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 one hundred and eighty (180) calendar days.

(h) Partner is responsible for the actions of its agents, employees and/or subsidiaries and for ensuring that they comply with the terms of this Agreement.

(i) Partner's employees shall not resell or market Nuance Products other than as employees of Partner; Partner's employees shall not resell or market Nuance Products on websites other than Partner's own website.

(j) 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 discontinue, cease and desist from any conduct that Nuance believes disparages Nuance, disparages Nuance's Products or is contrary to Nuance's interests.

## 2.5 Changes

Nuance reserves the right to change or discontinue the Program or any aspect of it at any time. Nuance will give Partner thirty (30) calendar days' notice of any material Program feature or benefit change by posting it on the Program Website or any other standard communication, such as individual written notices, or email, that Nuance establishes under the Program and notification to Partner. If Partner does not agree with a material Program change, Partner has the right to terminate this agreement under section 5.2.

# 3. Intellectual Property

## 3.1 Limited Trademark License

Nuance hereby grants to Partner a non-exclusive, nontransferable, non-assignable, limited, royalty-free license to use Nuance's trademarks, logos, symbols, and names that appear in the Nuance Guide and the Nuance 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: (i) in the form provided by Nuance; (ii) in accordance with applicable guidelines set forth on Program Website; (iii) for Program advertising and promotion activities only; (iv) only in accordance with the terms of this Agreement (v) limited at all times to Partner being a member of the Program. Partner shall in no circumstances pass itself off as a Nuance partner in any other sense, including but not limited to being a Nuance Value Added Distributor.

(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 must maintain the quality of the solutions and services it offers in connection with the Nuance Marks and the Program Materials at a level commensurate with the quality of services Partner offered

before the date of this agreement. The quality of Partner's solutions and services must also meet or exceed standards of quality and performance generally accepted in the industry.

(h) 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.

(i) Partner will clearly display the Nuance Partner logo in its public communications to clearly communicate the relationship between the parties, as per this Agreement.

(j) Partner agrees to correct any improper use of the Nuance Marks or deficiencies in the quality of Partner's services related to the Products, within a time period as notified in writing by Nuance.

(k) Nuance will own all rights to any marketing material, which Nuance provides to Partner, or develops, or co-develops with Partner, related to the Products.

### 3.2 Referential Use of Trademarks

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.

### 3.3 Notices

Partner may not remove any copyright, trademark or patent notices contained in or on any Nuance 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 "TM" 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.

### 3.4 Reservation of Rights

Nuance reserves all rights not expressly granted. Other than as expressly set forth in this Section 3, Nuance grants Partner no license or any other right in any Nuance intellectual property or other proprietary right. Partner's right to use any Product, software or services provided under this Agreement is governed by the license agreement for the affected software program or, if a license agreement is not provided for software, any other use terms provided to Partner in writing.

## 4. Warranties, Disclaimers, and Limitations of Liability

### 4.1 Program Limitations

Nuance warrants using 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 Nuance 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 of this Agreement.

#### **4.2 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.

#### **4.3 Limitations of Liability**

(a) The following provisions set out the exclusions and limitations of liability of Nuance (including without limitation its employees, agents and sub-contractors) to Partner in respect of any breach of this Agreement; and/or any tortious act or omission including without limitation negligence and/or breach of duty including statutory duty arising under or in connection with this Agreement or the products/services.

(b) Nothing in this Agreement shall be taken to exclude or limit Nuance's liability for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation; or to the extent that such exclusion or limitation is not permitted by law.

(c) Subject to Section 4.3 (b), Nuance shall not be liable to Partner for loss of profits, loss of anticipated savings, loss of customers, loss of, or loss of use of, any software or data, nor for any special, consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation, howsoever caused, which arise out of or in connection with this Agreement or the products/services.

(d) Save for Nuance's liability under Section 4.3 (b) which shall not be excluded or limited under this Agreement, the parties, having assessed the risks, agree that Nuance's total liability in contract, tort (including negligence), breach of duty including breach of statutory duty, misrepresentation or otherwise, arising under or in connection with this Agreement or the products/services shall not exceed an aggregate amount of €10,000 EUR (or equivalent amount in the applicable currency).

## **5. Term and Termination**

### **5.1 Term**

This Agreement will take effect on the Effective Date, 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.

### **5.2 Termination without Cause**

Notwithstanding the Term of the Agreement, Nuance may terminate this Agreement or the Program at any time during the Term of the agreement, without any liability, without cause. For the avoidance of doubt, this includes termination of the Agreement or Program prior to or after the one-year anniversary of the Agreement. Partner may terminate this Agreement at any time, upon thirty (30) calendar days' written notice to Nuance, without cause, after the one-year anniversary of this Agreement.

### **5.3 Termination for Cause**

If a Party has materially breached this Agreement or there is other cause for termination, the terminating Party will give thirty (30) calendar days' notice and opportunity to cure. Under these circumstances, if cure does not occur within thirty (30) calendar days, termination will be immediate. If the cause for termination is the type that is not curable during that time (such as breach of Sections 2.4, 3, 4 or 6) termination will be immediate, unless specified otherwise in writing by Nuance. 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.

#### 5.4 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 Premium 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 specified otherwise in writing by Nuance.

#### 5.5 Survival

Sections 3 and the disclaimers in Sections 4, 5, 6, and 7 will survive the expiration or termination of this Agreement.

## 6. 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: (a) have a need to know such information in order to assist in carrying out this agreement; and (b) 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 (3) 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 ten (10) calendar days and at Nuance's sole discretion, Partner will either: (a) 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 (b) 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.

## 7. General

### 7.1 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 concerning the Program and supersede any prior or contemporaneous oral or written communications. Except as expressly provided herein, 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.

## 7.2 Anti-Bribery

Partner represents and warrants that neither it nor any of its officers, employees, agents or other representatives have taken or will take any action that might cause Partner and/or Nuance to violate any applicable anti-bribery law, including the US Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act (“Bribery Act”). Partner acknowledges that it understands and is bound by the Nuance Foreign Corrupt Practices Act Policy (available at the following URL: [www.nuance.com/company/investor-relations/index.htm](http://www.nuance.com/company/investor-relations/index.htm)) which prohibits payments, or offers of payment, of money or anything of value, directly or indirectly, to foreign officials for the purpose of obtaining or retaining business.

Partner has implemented and must at all times maintain adequate procedures designed to comply with its obligations under this Section. This includes, without limitation, providing adequate compliance training. Upon Nuance’s request, Partner agrees to provide Nuance with written certifications of Partner’s anti-corruption compliance.

Breach of any of the provisions in this Section is a material breach of this Contract for the purpose of the subsection titled "Termination for Cause" and, in addition to any other right, relief or remedy, entitles Nuance to terminate this Contract immediately and seek compensation for any damages caused.

## 7.3 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.

## 7.4 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.

## 7.5 Applicable Law; Attorneys’ Fees

This Agreement shall be governed exclusively by and construed according to Irish law excluding the United Nations Convention on Contracts for the International Sale of Goods. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English. Any and all disputes between Licensor and Licensee will be submitted to the competent court in Dublin, Ireland. 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 to the extent permitted by law.

## 7.6 Force Majeure

Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, act of terrorism, war, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.



## SCHEDULE A NUANCE PRODUCTS

### Core Imaging products:

Power PDF

OmniPage

PaperPort

PDF Converter for Mac

## SCHEDULE B

### Nuance Sales Tools Partner Program Benefits

The **Nuance Sales Tools Partner Program** offers benefits to its members based on Partner Level. The tables below summarize the currently available benefits for each Partner Level. The **Nuance Sales Tools Partner Program** and its benefits are detailed in these terms and conditions. The **Nuance Sales Tools Partner Program** may be modified and the latest version can be obtained from the Nuance partner program website [www.NuanceSalesTools.com](http://www.NuanceSalesTools.com). Nuance reserves the right to amend the Nuance Sales Tools Partner Program at its sole discretion.

Table 1 "EMEA Partner Program Benefits"

#### Open access (no registration needed)

Access to the Partner Portal ( <a href="http://www.NuanceSalesTools.com">www.NuanceSalesTools.com</a> )
Resources for Sales Reps Product information, collateral, and more
Deal registration program
Reward portal
Access to Nuance University

Table 2 "EMEA Partner Program Benefits"

**1st level: PREMIUM (registration needed)**

This is the first level as a Nuance EMEA Core Imaging partner, benefitting from open access plus the following advantages:

Monthly newsletter
Access to Nuance Sales Training Program
NFR program (Free licenses for internal use)
Access to Nuance generated leads
Dedicated Channel Account Manager and/or Inside Sales Manager
Access to Dedicated Pre-sales engineer
New product release scoops
Reseller Incentive scheme level: Small
Top partners mentioned on the Nuance Corporate website (Per Tier)