



Philips Speechlive End-user license agreement

IMPORTANT - READ CAREFULLY:

Before using this software please read the following terms and conditions carefully. This End-User License Agreement ("License Agreement") is a binding agreement between you (either an individual or a company or other legal entity), the end-user, and Speech Processing Solutions GmbH, a company under Austrian law ("SPS"), regarding use of the SpeechExec software and SpeechLive Service, if you have subscribed to this Service. The term "SOFTWARE PRODUCT" includes computer software included in the licensed SOFTWARE PRODUCT ("SOFTWARE") and accompanying documentation and may include "online" or electronic documentation and a product key (all these things together will subsequently be referred to as the "SOFTWARE PRODUCT"). The term "SERVICE" includes the SpeechLive Service, all as more expressly defined in Section B below, and accompanying documentation and may include "online" or electronic documentation. By installing, copying or otherwise using the SOFTWARE PRODUCT and/or the SERVICE you acknowledge the terms of this License Agreement. During the registration and activation process, you will be asked to confirm that you agree to the terms and conditions. By clicking on "Next," you are agreeing to be bound by this license agreement. If you do not agree with the terms and conditions set out in this license agreement, please click on "Back" to cancel registration and activation.

A. SpeechExec Software

1. Grant of License

If you are an individual, this License Agreement grants you a non-exclusive and non-transferable right to use the SOFTWARE PRODUCT in the manner described in this License Agreement. If you are an entity, this License Agreement grants you the right to designate one individual within your organization to have the sole right on a non-exclusive and non-transferable basis to use the SOFTWARE PRODUCT in the manner described in this License Agreement.

2. Usage Rights, Use Limitations

- (a) Usage Rights

SpeechExec Pro/Basic

SPS grants you the right to use the SOFTWARE PRODUCT for a limited period once you have paid the agreed subscription fee. The period of usage can be found in the specifications for this product online at <https://www.philips.com/dictation> (license term). This SOFTWARE PRODUCT can be used on the operating systems specified in the included README file. The usage right applies only to the version you have purchased and not to any other version, with the exception of any subsequent versions that SPS offers to you at no cost at its own discretion. You are permitted to install a licensed copy of the SOFTWARE on your computers with the limitation to use the SOFTWARE on a single computer at the same time being enforced through the lawfully purchased product key entered when the SOFTWARE is registered in conjunction with a user profile (email address and password). A user license (single user license) is required for each individual user of the SOFTWARE PRODUCT.

A "computer" may be a standalone computer or a workplace computer within a network. The SOFTWARE is deemed to be in "use" on a computer when the user has logged in with the according credentials (email address, password and product key).

SpeechExec Enterprise

You may use the licensed copy of the SOFTWARE on a single computer so that the number of persons using the SOFTWARE is in accordance with the permission enforced by the software and foreseen by the legally obtained License key entered upon installation of the SOFTWARE. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM or other storage device) of that computer.

(b) Back-up Copy Only Permitted

You may make one copy of the SOFTWARE solely for backup or archival purposes provided that you reproduce all copyright, confidentiality and other proprietary notices that appear on the original copy of the SOFTWARE. You may not copy the printed materials accompanying the SOFTWARE, if any.

(c) Transfer Prohibited

You may not rent out, hire, lease, sell or otherwise transfer the SOFTWARE PRODUCT or the SERVICE, if applicable, nor any copies of the SOFTWARE PRODUCT, or any of the accompanying documentation. You may not disclose, make available, or otherwise redistribute all or any part of the SOFTWARE PRODUCT or any copies thereof to third parties. In addition, you may not use the SOFTWARE PRODUCT or any part thereof, in any form, in a software or other product that is or will be distributed to a third party.

(d) Limitations on Reverse Engineering/ Modifications

Unless enforcement of this provision is prohibited by applicable law, you may not decompile, disassemble, reverse engineer, or create derivative works of the SOFTWARE PRODUCT, the SERVICE or of any part of the SOFTWARE PRODUCT or the SERVICE. You may not alter or modify the SOFTWARE PRODUCT or any part thereof.

(e) Registration of SpeechExec Pro/Basic

Before you can start to use SpeechExec Pro/Basic, you must register the product key as a user. Registration is free of charge. When you register, you need to select a unique username and password, and provide a unique, valid, and active email address that can be verified. Duplicate usernames and email addresses are not permitted, so you will be asked to select/enter another username/email address if your first choices are already in use. You can register and activate more than one product key under the same username. You will then receive a confirmation email containing the user information you have registered and an activation link. If, for whatever reason, this information is not sent successfully—for example, if an invalid email address is entered—you will not be able to access SpeechExec Pro/Basic. In this case, please contact a participating retailer or contact us via <https://support.speech.com> for further assistance. If there are any changes to the personal data you enter when you register, you will need to update your user information for SpeechExec Pro/Basic. You must not reveal your access information (username and password) to third parties and you must ensure that your computer is protected against unauthorized access. You are liable for all activities conducted using your account, username, and/or password if the blame can be attributed to you. If you notice any suspicious or prohibited behaviour linked to your account, username, and/or password, you must notify us immediately by contacting us via <https://support.speech.com>.

You can contact us via <https://support.speech.com> to request that your registration be cancelled at any time unless the data is still required as part of any ongoing contractual relationships. In this case, we will delete any personal data you entered when you registered as soon as we no longer require it.

(f) Trial license for SpeechExec Pro/Basic

SPS gives you the option of downloading SpeechExec Pro/Basic, from its website so you can test it out. If you have installed the SOFTWARE on a trial basis, you will only have the right to use SpeechExec Pro/Basic for the duration of the trial period. You will no longer be able to use SpeechExec Pro/Basic once the trial period has ended. You do, however, have the option of paying to upgrade the trial license to a subscription.

(g) Activating the SOFTWARE PRODUCT

You must activate the SOFTWARE PRODUCT before you are able to use all of its features. Once you have activated the SOFTWARE, you will be able to use it for the subscription term you have paid for, starting from when it is first activated. When the SOFTWARE PRODUCT is activated, its use is assigned to a specific user and a specific workplace computer. During the registration

process, the SOFTWARE sends certain information to SPS, including the product key, specific information from the hardware configuration (hash value), the user's email address and associated password, first name, last name, company name, industry, job position, telephone, country and zip/postal code. Registration and activation will not be valid if a retailer's user details are used. By using the SOFTWARE PRODUCT, you are agreeing to this information being sent to SPS. The SOFTWARE PRODUCT can be activated by clicking on the activation link in the confirmation email sent to the user after registration. Once the time allowed for activation has elapsed, the use of the SOFTWARE PRODUCT will be limited until it has been activated.

Following activation, the SOFTWARE PRODUCT can be used on the activated hardware until the end of the subscription term. The SOFTWARE PRODUCT sends specific information to SPS at regular intervals throughout the subscription term for the purpose of checking that the software license is valid. If this is not possible due to a temporary interruption to the internet connection, there is the option of using the SOFTWARE PRODUCT offline for a limited amount of time.

If the hardware is changed, it is possible for the user to activate the SOFTWARE PRODUCT on the new hardware for the remainder of the subscription term by repeating the activation process using the same email address and password. After that point, the license will no longer be valid on the old hardware. The hardware may be changed up to the end of the subscription term for the SOFTWARE PRODUCT or until product support is no longer provided for it. You can find out more about support for the SOFTWARE PRODUCT ending by heading to the support section on the following website: www.philips.com/dictation

3. Copyright Limitations

(a) Ownership

The SOFTWARE PRODUCT and the SERVICE, as applicable, are licensed, not sold to you, for use only under the terms of this License Agreement, and SPS reserves all rights not expressly granted to you. SPS and/or its suppliers own the SOFTWARE PRODUCT and the SERVICE, as applicable, and all copyright and other intellectual property rights in the SOFTWARE PRODUCT and the SERVICE, as applicable, (including but not limited to images, "applets", photographs, animations, video, audio, music and text incorporated into the SOFTWARE PRODUCT and the SERVICE, as applicable,) and any copies of the SOFTWARE PRODUCT and the SERVICE, as applicable, or any part thereof. Under the terms of this License Agreement you receive only a limited right to use the SOFTWARE PRODUCT and the SERVICE, as applicable. The SOFTWARE PRODUCT and the SERVICE, as applicable, is protected by copyright laws and international copyright treaties, as well as by other intellectual property laws and treaties. You must treat the SOFTWARE PRODUCT and your access to, and use of, the SERVICE, as applicable, accordingly and fully comply with the terms of this License Agreement, unless applicable law gives you more rights despite this limitation.

(b) No Copies

Except as expressly permitted under section 2 "Usage Rights, Use Limitations" above, you may not copy the SOFTWARE PRODUCT or any part thereof.

4. Term

This license agreement is valid for the term of the license purchased or up to the point at which it is terminated. It comes into effect when the SOFTWARE PRODUCT is activated. You are entitled to terminate this license agreement at any point by no longer using the SOFTWARE PRODUCT and destroying the SOFTWARE PRODUCT along with all copies and documentation.

This License Agreement will terminate immediately without notice from SPS if you fail to (a) pay all fees and charges in full when due; or (b) comply with any other provision of this Agreement. In such event, you must destroy the SOFTWARE PRODUCT and all of its component parts, and delete, remove, or otherwise destroy all copies of the SOFTWARE PRODUCT that are in your possession or control. All provisions of this License Agreement relating to disclaimers of warranties, limitation of liability, remedies or damages, and all of SPS's proprietary rights shall survive termination.

The SOFTWARE PRODUCT will remind you that the subscription needs to be renewed in good time before the end of the subscription term. Once the subscription term has ended, you can start to use the SOFTWARE PRODUCT again by purchasing and activating a new product key or by switching to a SpeechLive-activated subscription.

It is only possible to switch from a SpeechLive-activated subscription to a product key if you completely uninstall and reinstall the SOFTWARE PRODUCT.

5. Export Restrictions

You must comply strictly with applicable export laws and regulations. The licenses and other rights granted hereunder do not apply to would-be licensees who are not permitted to obtain the software under applicable export laws and regulations and are null and void with respect to such restricted persons and entities.

6. Limited Warranty

Except to the extent applicable mandatory laws provide otherwise, the warranty, including terms, conditions, disclaimers, limitations, and restrictions set forth below apply to the SOFTWARE PRODUCT:

DURING ANY TRIAL LICENSE PERIOD, IF OFFERED BY SPS, SPS PROVIDES THE SOFTWARE PRODUCT ON AN "AS-IS" BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND SUBJECT TO ALL OTHER WARRANTY DISCLAIMERS AND LIMITATIONS OF DAMAGES AND REMEDIES AS SET FORTH BELOW.

If you purchase a full license for the SOFTWARE PRODUCT, then SPS warrants for a period of thirty (30) days from the activation of the SOFTWARE (the "Warranty Period") that the SOFTWARE contains the functions indicated in the program description under normal use conditions according to intended use as described in the program description. EXCEPT FOR THE LIMITED, EXPRESSLY WARRANTY PROVIDED IN THE IMMEDIATELY PRECEEDING SENTENCE, THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS". SPS EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, ORAL, WRITTEN, STAUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF QUALITY AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PRIVACY, SECURITY, ACCURACY, UNINTERRUPTED OR ERROR-FREE OPERATION, WITH RESPECT TO THE SOFTWARE PRODUCT AND ITS DOCUMENTATION AND YOU HEREBY WAIVE ANY SUCH ADDITIONAL REPRESENTATIONS AND WARRANTIES, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS AND WAIVER ARE HELD TO BE LEGALLY INVALID. The disclaimer of warranties and limitations set forth herein constitute an essential part of this Agreement. No use of the SOFTWARE PRODUCT is authorized hereunder except under these disclaimers and limitations. For purposes of Sections A.6. and A.7., "SPS" shall mean SPS, its affiliates, officers, shareholders, contractors, licensors, agents and endorsers.

Defects covered by this warranty must be reported within the Warranty Period. Complaints about defects are valid only if they pertain to reproducible defects and are documented in writing. Any warranty claims that do not meet the requirements set forth herein are null and void. SPS agrees to use commercially reasonable efforts to remedy any defects reported in compliance with the requirements set forth herein within a reasonable period based on the severity of the defect addressed by the complaint. It shall do so either by providing you with a corrected version of the SOFTWARE that is free of material defects or by making available to you a solution to circumvent and avoid the effects of the defect. If SPS is unable to remedy the material defect using commercially reasonable efforts within a reasonable period, you can cease using both the SOFTWARE PRODUCT and the SERVICE, and then demand that SPS take back the SOFTWARE PRODUCT and refund the paid subscription fees. Further claims are excluded. THE FOREGOING REMEDIES REPRESENT SPS'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES UNDER WARRANTY and your sole and exclusive remedy and claim and you waive all other claims, liabilities or damages for breach of warranty hereunder. Additional mandatory legal rights or time periods of warranty granted to consumers under applicable consumer act legislations remain untouched.

SPS will have no obligations under warranty and liability in case a failure results from the end user's misuse, improper use or unauthorized change in the SOFTWARE or the end user's failure to implement prior bug fixes to the SOFTWARE provided by SPS. In order to obtain software support from SPS, SPS may request that you update your SOFTWARE to the latest version made available by SPS.

7. Disclaimer and Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPS, ITS SUPPLIERS AND/OR THE OWNERS OF THE RIGHTS IN THE SOFTWARE PRODUCT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, IN CONNECTION WITH OR ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE PRODUCT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS REVENUE, PROFITS, USE, DATA, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR OTHER ECONOMIC ADVANTAGE), HOWEVER SUCH DAMAGES ARISE, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR IN TORT, EVEN IF SPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SPS' AND ITS SUPPLIERS' LIABILITY TO YOU HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The foregoing limitations shall apply even if the above-stated warranty fails in its essential purpose. As far as some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

This exclusion of liability is not applicable for any claims under applicable Product Liability Acts and for losses arising from injury to life, body or health of natural persons.

8. Changes to the contract

SPS reserves the right to change this license agreement from time to time. The changes take effect immediately for new license agreements. In existing license agreements, the changes do not take effect for you until you have approved these changes or start using new versions of the SOFTWARE PRODUCT that are licensed to you under revised license terms. To this end, SPS provides you with suitable information about the planned changes in a timely manner before they go into force. The information can also be sent by e-mail.

9. Loss/theft

If product keys are lost, stolen, or activated unintentionally or without authorization, you have no right to have them replaced by Speech Processing Solutions.

10. Severability

If any provision of this License Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced.

11. Applicable Law, place of Jurisdiction

This License Agreement shall be governed by and construed in accordance with the laws of Austria, without regard to its conflicts of law provisions and the United Nations Convention of Contracts for the International Sale of Goods. If you are a consumer, the laws of the country,

where you have your place of residence, might be applicable, as far as mandatory provisions on consumer protection rights are concerned.

All disputes arising from or in connection with this Agreement shall be exclusively referred to the courts in Vienna. For consumers the statutory places of jurisdiction shall apply.

This End User License Agreement can be found in the SOFTWARE at any time under Help > Legal Notice.

B. SpeechLive Service and SpeechLive-activated subscription for SpeechExec Pro

The provisions of this entire License Agreement apply to the SpeechLive Service and the SpeechExec SOFTWARE if it is licensed in the form of a SpeechLive-activated subscription. Your use of the SpeechLive Service is absolutely conditioned upon the terms and conditions set forth below in addition to all non-conflicting, applicable terms set forth above. Where there is a conflict between the terms set forth in Section A above and the terms specific to the SERVICE as set forth below, the terms set forth below shall apply, govern and control with respect to your use of the SERVICE.

1. Subject of the License

SPS provides an internet-based service with the SpeechLive Service. The SpeechLive Service allows you to upload dictations to online storage provided by SPS and manage them. If you would like to use the SpeechLive Service or the SpeechExec SOFTWARE through a SpeechLive-activated subscription, you need to purchase the relevant licenses. If you would like to use the SpeechLive Service in conjunction with the SpeechExec software, you also need to activate the SpeechLive function on the SpeechExec software. If you would like to use the SpeechLive-activated subscription, you need to activate the SpeechExec Subscription license for the relevant user in the SpeechLive user management area. You need to accept the privacy terms that pop up during the activation process.

2. Usage rights

SPS grants you upon payment of the agreed subscription fee a non-exclusive and non-transferable right to use the SERVICE which is limited to the agreed term of the contract (subscription period).

Each individual user of the SpeechLive Service and the SpeechLive-activated subscription requires their own user license for the SpeechLive Service (single user license).

Other than rights to access and use the SpeechLive Service as expressly set forth above, no other rights or licenses in or to the SpeechLive Service are granted hereunder or otherwise implied.

3. SpeechLive Account

In order to use the SpeechLive Service and the SpeechLive-activated subscription, a SpeechLive account is required. In your SpeechLive account, you can manage the user rights and add new users, as long as the licensed number of users is not exceeded, and delete users. You can also change your personal data, review invoices and make backup copies of your dictations stored on the SpeechLive online storage. Should your personal data that you provided to us when you created the SpeechLive Account change, you have to promptly update your personal data.

4. Trial license

SPS gives you the option of testing out the SpeechLive Service or the SpeechLive-activated subscription free of charge. If you have created a SpeechLive account on a trial basis, you will only have the right to use the SpeechLive Service or SpeechLive-activated subscription for the duration of the trial period. You will no longer be able to use the SpeechLive Service or SpeechExec SOFTWARE once the trial period has ended. You do, however, have the option of paying for a license for the SpeechLive Service or SpeechExec SOFTWARE on a subscription basis.

5. Loss/theft

If voucher codes for a SpeechLive-activated subscription are lost, stolen, or activated unintentionally or without authorization, you have no right to have them replaced by Speech Processing Solutions.

6. Terms of Use, prohibition of abuse

(a) You may not make available the SpeechLive Service to third parties for commercial purposes.

(b) You must use the services offered by SPS in compliance with any applicable laws and refrain from each and any misuse of the services. In particular, you may not

- i. transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy;
- ii. transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses or worms;

iii. interfere with or disrupt our sites, servers or networks or take any action that imposes an unreasonably or disproportionately large load on our infrastructure

iv. attempt to gain unauthorized access to computer systems, accounts or data of other users.

(c) You shall be solely responsible for your own user content (in particular dictations) and for all activities occurring under your user name and password of your SpeechLive account, that are due to your conduct, inaction or negligence.

(d) In order to prevent any unauthorized use, you are responsible for maintaining the confidentiality of your SpeechLive account details (user name, password) and to immediately contact us via <https://support.speech.com> in case of any suspicion of abuse. SPS reserves the right to block your SpeechLive account without prior notification, in case you breach these terms of use or in case there is a reasonable suspicion of abuse.

7. Availability of the SpeechLive Service

SPS will use all commercially reasonable efforts to ensure that availability of the SpeechLive Service will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. The availability of the service depends in particular also on the availability of communication services and networks, which are not within SPS' area of responsibility. Furthermore, your access to SpeechLive Service may be occasionally suspended or restricted to allow for necessary maintenance services.

The liability of SPS is subject to Clause A. 7 ("Disclaimer") above.

8. Term

SpeechLive Service and SpeechLive-activated subscriptions work on a subscription basis. Subscriptions are valid indefinitely unless they are terminated by you or SPS. The subscription is paid in advance for the respective billing period, which is automatically extended for a further billing period until termination. You can check the billing period on the SpeechLive website and on your SpeechLive account depending on the product and the way in which you are billed.

You can terminate individual user licenses or SpeechLive-activated subscriptions—or all of them at once—at any time either online via your SpeechLive account or by writing to SPS or the participating retailer depending on how you are billed. The termination will come into effect when the current billing period ends. Once notice of your termination has been received, you will receive a confirmation email stating the termination date depending on the way in which you are billed.

You will no longer be able to use the SpeechLive Service, the SpeechLive-activated subscription, or the SpeechExec SOFTWARE once your subscription has come to an end. You will, however, have 30 days from the point at which your subscription ends to go online and download the

dictations you have saved to the SpeechLive storage. After that point, the dictations will be irretrievably deleted by SPS.

9. Changes; Modifications

Notwithstanding anything to the contrary herein, SPS reserves the right to alter or modify the SpeechLive Services upon notice to subscribers, including without limitation adjustments or modifications to the user interface, modifying the mix of services and functionality, and/or changes in the tools, technology and/or third-party vendors used to deliver the SERVICES, and to make all such modifications and changes generally available to all SPS subscribers; provided, however such changes may not adversely affect the performance or overall functionality of the SERVICES.

BY CONTINUING WITH THE REGISTRATION PROCESS FOR THE SOFTWARE AND/OR REGISTRATION FOR THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT THIS LICENSE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SPEECH PROCESSING SOLUTIONS GMBH, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

The current SpeechLive End User License Agreement can be found at <https://www.speechlive.com/eula> at any time.

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