

SCHEDULE for

PowerScribe 360: Add-On Products and Services License

The terms of this Schedule for PowerScribe 360: Add-On Products and Services License (“Schedule”) apply to Nuance’s PowerScribe 360 Add-On Products and Services purchased in an order with Authorized Reseller (the “Applicable Order”). This Schedule supplements the Schedule applicable to Company’s PowerScribe 360 Program license and forms part of the Healthcare Master Agreement between Nuance and Company (together with the Schedule for Company’s PowerScribe 360 license, the “Agreement”) and becomes binding on Company when Company executes an Applicable Order. In the event of a conflict between the Agreement and the terms of this Schedule, the terms of this Schedule will prevail.

1. Definitions. For purposes of this Schedule, the following terms shall have the following meanings:

- “Add-On Products and Services” means term-based, single-payment and/or rental products and services (as Nuance may update from time to time) that supplement the PowerScribe 360 Program. Add-On Products and Services include a.) term-based subscription services including but not limited to Critical Results, Clinical Guidance, Quality Check (fka Assure), EMR Follow-up Delivery and Registry Reporting Service, b.) optional modules for the PowerScribe 360 software such as PS360 Workflow Orchestrator, PS360 Peer Review, PS360 Assisted Diagnosis, PS360 MobileBridge/Mobile Radiologist, mPower Analytics (fka Montage) and PS360 Interfaces (including Data Integration and Advanced Data Integration), c.) rental equipment such as microphones and peripherals, and d.) packaged combinations of such products and services. Although certain optional modules ship with a PowerScribe 360 Program, Company has no right to access and use an optional module unless such right is purchased in an Applicable Order. Although Clinical Guidance and Registry Reporting Service utilize Nuance’s PowerShare platform to provide service, Company is not authorized to access and use PowerShare functionality unless it acquires a separate PowerShare Image Sharing license.
- “Contract Month” means each full and partial calendar month within the Service Term.
- “Go-Live Date” means the earlier of (i) the date Nuance completes the Professional Services related to the installation of the Add-On Products and Services purchased in the Applicable Order, and therefore, the products and services are capable of processing data in Company’s commercial environment, or (ii) the date occurring one hundred and eighty (180) days after the date of the Applicable Order.
- “Go-Live Month” means the calendar month in which the Go-Live Date occurs.
- “Licensed Affiliate” means the Company-authorized Licensed Affiliate(s) listed in the Agreement.
- “Named Entity” means each Named Entity identified in the Agreement.
- “PowerScribe 360 Program” means the Nuance PowerScribe 360 Software consisting of a Server Component and Client Component previously licensed by Company pursuant to a Nuance Exam Volume License or Nuance Transactional License.
- “Rental Equipment” means equipment included in an Applicable Order.
- “Service Term” means the duration of the license grant for the products and services purchased in the Applicable Order.
- “Targeted Registry” means a registry that Company has contracted for registry reporting services and to which Nuance transmits data on behalf of Company pursuant to Nuance’s Registry Report Service. Targeted Registries include but are not limited to the American College of Radiology Physician Quality Reporting System (PQRS) and General Radiology Improvement Database (GRID).

2. Grant of Rights.

2.1 Add-On Products and Services. Subject to the terms and conditions of the Agreement and this Schedule, Nuance hereby grants Company for the applicable Service Term a limited, non-exclusive, non-transferable, non-sublicensable license right to:

- (a) allow Licensed Affiliates and Authorized Users to access and use the Add-On Products and Services purchased in an Applicable Order in conjunction with Company’s PowerScribe 360 Program, provided such use is commensurate with the intended use of such product or service and solely for Company’s and/or a Licensed Affiliate’s or Named Entity’s internal business purpose. Company shall not allow anyone other than an Authorized User to use an Add-On Product or Service. Company shall not allow an Authorized User to access and use an Add-On Product or Service for personal use or for the benefit of a third party not licensed hereunder.
- (b) If Registry Reporting Service is purchased in the Applicable Order, the preceding rights allow Company to download and use a communication tool (an “Accelerator”) to access and use Registry Reporting Service solely to access, configure, monitor and transmit data to a Targeted Registry pursuant to a registry reporting agreement between Company and such Targeted Registry.
- (c) License rights to Third Party Software such as ModLink and ModLink Web Forms are further subject to each product’s End User License Agreement accompanying the product.
- (d) All rights not expressly granted to Company under this Schedule are reserved by Nuance and its licensors. The Parties acknowledge and agree that license rights acquired in an Applicable Order for Add-On Products and Services supersede and replace all rights granted in the same or replaced products and services previously purchased.

2.2 Rental Equipment. Company may only use Rental Equipment in connection with its PowerScribe 360 Program during the Service Term. Company shall neither have nor obtain any other right, title or interest in such Rental Equipment.

2.3 Canadian Customer Consent to U.S. Hosted Services. Add-On Products and Services include hosted services that operate in United States-based data centers. Nuance hosted services are not available for sale, access or use in Nova Scotia and British Columbia. If Company is located in a Canadian province other than British Columbia or Nova Scotia, by executing this Schedule and the Applicable Order, Company hereby: 1) acknowledges that Nuance hosted services operate in the United States and 2) consents to the transfer, processing, use and storage of its data into and within the United States.

3. Licensed Affiliates. Company is responsible for the performance of each Licensed Affiliate's and Authorized User's access and use of the Add-On Products and Services, and guarantees each Licensed Affiliate's and Authorized User's full and faithful compliance with the terms of the Agreement and this Schedule. If Company purchases Customization Service for Clinical Guidance, Company agrees to defend, indemnify and hold Nuance harmless from and against all liability including all acts or omissions by Company, a Licensed Affiliate, Named Entity or an Authorized User made in reliance upon the modifications made to Clinical Guidance components.

4. Payments. Unless otherwise directed in writing by Nuance or Authorized Reseller, the Authorized Reseller will invoice Company for the Fees identified in Sections 4.1 through 4.3 and Company will pay such invoiced amounts to Authorized Reseller. In all other cases, Nuance will invoice Company and Company shall pay such invoiced amounts directly to Nuance.

4.1 Professional Services and Training Fees. Authorized Reseller will invoice Company, and Company agrees to pay Authorized Reseller the fees for Professional Services and Training Services ("Services Fees") as set forth in the Applicable Order. Company shall pay such invoice(s).

4.2 Rental and Subscription Fees. Company agrees to pay Authorized Reseller the fixed monthly rental and subscription fees set forth in the Applicable Order during the Service Term for the right to access and use Add-On Products and Services including any charges for exceeding annual service limits by more than 5.00% ("Subscription Fees"). Charges for exceeding annual service limits will be invoiced at the contracted rate as an amount due under the Applicable Order and will include a description of the excess service. Authorized Reseller will invoice Company for the Subscription Fees on or about the first day of each Contract Month except for the Go-Live Month, or as indicated in the Applicable Order, and Company shall pay each invoice.

4.3 Exam Volume License Customers. If Company's PowerScribe 360 Program is a PowerScribe 360 Exam Volume License, Company must maintain Nuance maintenance and support service coverage throughout the Service Term of the Add-On Products and Services.

5. Nuance Responsibilities

5.1 Delivery and Installation. Nuance will provide Company the products and services covered by this Schedule within six (6) months of the Applicable Order pursuant to a Nuance Project Plan and a mutually-agreed schedule with a single Go-Live Date and thereafter, will host, operate and/or maintain any hosted services during the Service Term. All Nuance hosted service infrastructure and databases are located within the United States.

5.2 Maintenance and Support Service. Unless otherwise set forth in the Applicable Order, Nuance provides maintenance and support services for term-based Add-On Products and Services during the Service Term at no additional charge. Nuance supplies 7x24 remote support using commercially reasonable efforts to diagnose and resolve errors that are reported verbally or in writing. An error is a program malfunction or operation that indicates that a product or service is not executing in accordance with its Documentation. For example, an error may include a "bug" or "crash" in which any component of a hosted service ceases to function. Company agrees to appoint an administrator as the prime contact for Nuance support matters. Nuance will provide question and answer support to the administrator or a temporary designee. The administrator shall be responsible for communicating as needed with Company staff to provide support services directly to the radiologists. If the administrator persistently calls Nuance for question/answer support and has not attended appropriate Nuance training classes, Company agrees to send the administrator to Nuance University classes at Nuance's then-standard rates, or, alternatively, to meet with Nuance to review the Company's support methods. The term "persistently" means multiple telephone calls with questions over a period of days. All maintenance and support services shall terminate upon expiration or termination of the Service Term.

5.3 Critical Results; Active Clinician Directory. If Company purchases Critical Results in an Applicable Order, Company may request an annual update to the Active Clinician Directory (i.e., add/delete Active Clinicians including contact information) by providing Nuance such information electronically in database or spreadsheet format. "Active Clinician" means a clinician (physician, nurse, chiropractor, physical therapist, physician assistant) eligible to receive diagnostic exam results and notifications thereof from Company's diagnostic departments via Critical Results. "Active Clinician Directory" means a database of Active Clinicians and their respective contact information (first/last name, primary phone number, address, email, and fax number).

6. Company Responsibilities.

6.1 Installation and Operation. During installation and operation of the products and services, Company agrees to provide a qualified individual to monitor and manage the installation and assist with any issues that may arise. Company shall not permit anyone to subject a Nuance hosted service or its infrastructure to security testing including penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing without the express written approval of Nuance.

6.2 Access and Report; Registry Reporting Service. Company hereby authorizes Nuance to establish a virtual private network (VPN) or other high-speed, robust, two-way electronic connection between Nuance and Company's PowerScribe 360 Program Server Component to which the Add-On Products and Services are connected to provide maintenance and support services, to measure report volume, and to calculate Subscription Fees due hereunder. Company also authorizes Nuance to enter Company premises during normal business hours to access servers on which the PowerScribe 360 Program is installed to confirm calculations due hereunder. Any disruption of Nuance's ability to access the PowerScribe 360 Program to calculate Fees due hereunder shall constitute a material breach of this Schedule by Company. If Company purchases Registry Reporting Service, Company hereby grants Nuance access to, and use of, Company's PowerScribe360 database via the Accelerator (including access to specific ports for proper connectivity) to extract, store and transmit data to a Targeted Registry and to configure/address technical issues associated with the proper extraction and transmission of the data. If Company purchases or EMR Follow-Up Delivery, Quality Check or Assure services Company agrees to permit Nuance to access, process and store report texts and associated metadata to enable the service's functionality and to optimize its performance.

6.3 Service Infrastructure. Company agrees to provide, at its own expense, telecommunications (including Internet connectivity), firewall, and all equipment and operating system software necessary for Licensed Affiliates and Authorized Users to access and use Nuance hosted services as recommended in the applicable Documentation. Neither Nuance nor Authorized Reseller shall have responsibility for any costs incurred for modifications or enhancements to Company's system or infrastructure necessary to implement Company's interface with Nuance hosted services or in connection with Company's access and use of the hosted services. Communications and network interoperability requirements for Nuance hosted services are described in the applicable service's Documentation.

7. Term and Termination.

7.1 Service Term. The Service Term shall be as set forth in the Applicable Order and will commence on the Go-Live Date. Thereafter, subject to each party's termination rights, the Service Term will automatically renew for up to two consecutive one-year periods unless either party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Service Term.

7.2 Effect of Termination. Upon expiration or termination of the Applicable Order or the Agreement by either party, all licenses granted and services provided to Company under the Applicable Order shall terminate. Company shall cease using the Add-On Products and Services immediately and return the products and service-related items to Authorized Reseller or Nuance. Neither the expiration nor termination of the Applicable Order shall affect the parties' respective rights and obligations under Sections 3, 4, 5, 6 and 7 of this Schedule. In the event of early termination of the Applicable Order, other than by Company for cause, Company shall pay Authorized Reseller a fee equal to the total amount of unpaid Service Fees and Subscription Fees that otherwise would have come due during the remainder of the Service Term but for the early termination ("Early Termination Fee"). Authorized Reseller shall invoice Company, in full, for the Early Termination Fee on or about the termination date of the Applicable Order, and Company shall pay such invoice.

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