HEALTHCARE HARDWARE AND SOFTWARE MAINTENANCE OPTIONS

Customer is responsible for having trained staff available to support remote access connections. Nuance requires the identification of trained and authorized callers to its Technical Help Desk. (PowerScribe Customers Only: Each PowerScribe Customer site is required to provide a dedicated, fully-trained PowerScribe administrator.) Additionally, the Customer is responsible to define and manage its data back up and recovery strategy in accordance with its operational needs.

Further, if Customer licenses DNS Programs, only Option I support is available.   Nuance will provide support for the latest release and the immediate prior release in accordance with the provisions described herein.

POLICIES

Cancellation and Reinstatement of Services

If there is a break between the expiration or termination of Maintenance Services with respect to any Product and the reinstatement of Maintenance Services for such Product, Customer shall pay Nuance (i) the Maintenance Services fees that would have accrued during the intervening period between expiration or termination of the Maintenance Services and the reinstatement thereof, and (ii) for any Professional Services, at Nuance's then-current rates, for the repairs or modifications necessary to bring Customer into compliance with Nuance's then-current specifications. Such payments shall be made prior to renewing any Maintenance Services, which will be renewed at then current Nuance rates.

Matching Support Service Options

All Programs and Equipment must be covered by a Service Option that provides the same level of support.

Customer Obligations

Our support technicians have been trained to undertake a process to ensure the fastest possible resolution. To do this, the technician will request Customer's assistance to help "troubleshoot" the problem in order for the technician to diagnosis the fault.

- Running diagnostic test appropriate for the problem reported

- Installation of service packs, components, updates, upgrades and patches to address the problem

- Contacting select third party vendors and facilitating immediate resolution or managing resolution plans

- Engineer to engineer collaboration between Nuance experts and Customer for more complex issue resolution

DEFINITIONS

"*Update*" means a release of a Program that may include minor feature enhancements, and/or bug fixes and/or fixes of minor errors and/or corrections and typically is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). "Update" shall not be construed to include Upgrades.

"*Upgrade*" means a release of the Program that may include some feature enhancements and/or additional capabilities (functionality) over versions of the Programs previously supplied to Customer, and typically is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to Version 6.0) For clarification purposes, "Upgrade" shall not be construed to include either a release that contains major new feature enhancements or a release that

contains major new capabilities such that, in either case, Nuance, in its sole discretion, deems such release to constitute a new product or substantial extension of the product line.

SERVICE OPTIONS

A. OPTION I - 24x7 Remote Only Coverage. Under this Option, Nuance will use commercially reasonable efforts to diagnose and resolve any issues concerning the Programs via telephone, email, web page and/or fax support. Regular telephone support and assistance is provided for Updates and Upgrades. Customer shall receive any Updates and Upgrades released by Nuance in the ordinary course of its business during the term of this Maintenance Services. Customer is also entitled to receive documentation and minor enhancements as Nuance makes them available during the Term of this Maintenance Plan. The following additional terms apply:

1. Remote Support Requirements

For remote support, Nuance requires either dial-in or Internet access to all Customer systems. In order to provide this support, Nuance requires the utilization of (i) pcANYWHERE (ii) Citrix GoToAssist Web based support technology or (iii) Microsoft Terminal Services (each a "Supported Solution") for console and workstation level access. If the Customer is unwilling to allow the use of a Supported Solution, then Nuance will be severely limited in its ability to provide support and resulting in additional support fees through a maintenance upcharge.

2. Emergency Remote Support

Emergency remote support is provided on a 24-hour/7 days per week basis. An Emergency Support call is authorized when the Programs (excluding DNS for which support is delivered remotely) or Equipment fails to operate in accordance with the Specifications, and the failure is of such a nature as to prevent the continuation of the day-to-day business operations of Customer, and for which no immediate workaround is available. Nuance will make commercially reasonable efforts to assist the Customer in becoming operational and will return all Emergency Support calls within one (1) hour following receipt of the call by Nuance. (PowerScribe Customers Only: The PowerScribe administrator will make all emergency support calls.)

3. Non-Emergency Remote Support - Response Time

For Non-Emergency Remote Support calls, Nuance will contact Customer within four (4) hours following receipt of the call.

4. Update and Upgrade Coverage

Nuance will provide to Customer Updates and Upgrades of the applicable Programs released during the Term of this Maintenance Plan. On-site installation of Updates by Nuance is provided only under Options II and III (described below).

5. Virus Protection

Nuance ships all bundled server-based products with the latest Nuance-approved version of anti-virus software product and ensures proper operation of the Nuance core application and essential utility software when used in conjunction with such Nuance approved anti-virus software Nuance, as part of the installation process, will configure server-based products to perform automated virus definition updates over the Internet if requested by the Customer and if Internet access is provided by the Customer.

Customer is responsible for protecting its network environment from viruses and damages resulting from virus infection. Customer is also responsible for ensuring virus definition updates are performed consistent with Customer internal virus protection policies. Customer is responsible for maintaining any subscriptions necessary to obtain virus updates. Customers who chose to implement anti virus software other than a Nuance-approved solution, do so at their own risk.

6. Third Party Software Support

Coverage for Third Party Software sold by Nuance to Customer includes telephone support as required to the extent that the applicable Third Party Software relates to the Programs. If Nuance determines that such an upgrade is required for Customer, Nuance shall obtain for and transfer to Customer the necessary licenses with respect to any Third Party Software upgrades and Nuance shall invoice Customer for the amount of said Software upgrade.

Nuance ships all bundled products with the latest Nuance-approved Third Party Software service packs, patches and hot fixes. Nuance will identify any applicable Third Party Software service packs, patches, or hot fixes necessary to ensure proper operation of Nuance core application or essential utility software contained in the Programs. Customer is responsible for providing installation of Third Party updates.

If Customer determines that additional or different versions of the Nuance-supplied Third Party Software service pack, patches, or hot fixes are necessary to meet their operational needs, Customer may contact and advise Nuance of such requirement. Nuance will make a good faith effort to confirm and advise Customer whether such additional or different version of such Third Party Software are compatible with Nuance's core application and essential utility software.

Any Third Party Software upgrades implemented by Customer without the approval of Nuance will not be supported by Nuance and Customers who elect to install Third Party Software updates without contacting Nuance, do so at their own risk.

7. Additional Data Field Mappings on HL7 Integrations.

Customers who have standard HL7 integrations to an HIS system will be entitled to up to five (5) free additional HL7 data field mappings within their integration. Maintenance Services does not provide for an entire new integration when HL7 standards migrate to new levels (e.g. HL7 version 3), Customer replaces their host environment nor does Maintenance Services cover any custom requests.

8. Equipment Upgrades. From time to time Updates and/or Upgrades on applicable Programs may result in the requirement or recommendation by Nuance that Customer upgrade the Equipment and/or upgrade Customer-provided hardware components. Any such necessary Equipment and/or Customer-provided hardware upgrades shall be at the sole responsibility and cost of Customer, whether the original Equipment was purchased from Nuance or purchased separately by Customer.

9. Implementation Services and Upgrades.

From time to time Updates and/or Upgrades on applicable Programs may result in the requirement or recommendation by Nuance that Customer receives various services to implement the software effectively. Such services include but are not limited to user training, administrator training, software programming and project management. Any such necessary services shall be charged at the discretion of Nuance and are at the sole cost of Customer.

10. Equipment Support

During the equipment warranty period, Nuance will provide Customer with remote support help desk guidance on Equipment replacement. Under Option I, Customer will be responsible for (i) Equipment fault troubleshooting, (ii) any labor related to Equipment replacement, and (iii) returning any defective Equipment directly to the applicable manufacturer. Nuance will provide hardware replacement parts for only Nuance- proprietary hardware products covered hereunder. However, Customer will be responsible to obtain any post warranty Equipment coverage directly from any applicable third party manufacturer of Equipment. Defective third party manufacturer Equipment parts are not covered by Nuance under Option I.

11. Depot Repair Support

Nuance maintains a depot repair center located in Melbourne, Florida for its desktop and portable Nuance products (*i.e*., connections telephones (*i.e.,* C-Phones), telephones, microphones and similar peripherals, foot pedals and accessories (collectively, *"Desktop, Portable and Peripheral Products"*). In the event Customer requires repair support for any Desktop, Portable and Peripheral Product, Customer may chose to collect, ship, receive and deploy the applicable Desktop, Portable and Peripheral Product to the Nuance depot repair center. Outside of the specified equipment warranty period for Desktop, Portable and Peripheral Products, Customer will be charged at Nuance's then standard hourly rates.

NOTE: On-site visits are not covered under Option I and, in the event that an on-site visit is requested by Customer, Customer will be invoiced for all travel, food, and lodging expenses as well as a fee for such on-site support based upon Nuance's then-prevailing rates.

B. **OPTION II - Remote & 8x5 On-site Coverage**. In addition to the support coverage provided in Option I above, Nuance will provide on-site installation of Updates (excluding DNS for which support is delivered remotely), and on-site support for Equipment repair not otherwise provided for by Depot Repair Support during Nuance's Normal Working Hours. Normal Working Hours are defined as 8:00 a.m. (0800 hours) to 5:00 p.m. (1700 hours) local time (including travel time), Monday through Friday, excluding U.S. federal holidays. Nuance shall not be obligated to provide on-site support coverage outside of the Normal Working Hours unless Customer has purchased Option III coverage. If Customer requires on-site support coverage outside of the Normal Working Hours, Customer will be charged at Nuance's then standard hourly over-time rates. Services under Option II also include:

1. Equipment Support

Nuance will provide all necessary on-site labor for all Equipment not otherwise provided for by Deport Repair Support and Equipment replacement parts to Customer in accordance with the applicable Option II or III coverage purchased by Customer. In addition, Nuance will provide Equipment fault troubleshooting and will be responsible for the return of any defective Equipment to the applicable manufacturer.

C. **OPTION III - Remote & 24x7 On-site Coverage**: In addition to support coverage provided in Options I and II, Nuance will provide on-site installation of Updates (excluding DNS for which support is delivered remotely), and on-site support for Equipment repair not otherwise provided for by Depot Repair Support on a twenty-four (24) hours per day, seven (7) days per week (24x7) basis.