

Confidential

Terms and Conditions – G2 Cloud

All solutions and services sold and supplied by G2 speech are subject to G2 Speech's standard terms and conditions.

Please quote the above proposal reference on your purchase order. In doing so, you are accepting the G2 Speech terms and conditions below.

1. Payment terms - invoices are payable by the customer within 30 days of the invoice date. All costs quoted are exclusive of VAT.
2. Invoice terms - G2 Speech shall invoice accordingly for each of the following classifications:
 - **Software** (including but not limited to, licences, analytics and mobility) shall be invoiced on the issue of the licence key by G2 speech. The licence key will be issued on receipt of the Purchase Order.
 - **Dictation hardware** is invoiced on acknowledged receipt of hardware at the agreed destination
 - **Consultation, Training and Project Services** (included but not limited to Project Management, Implementation and Training) invoices will be raised either as days are delivered, or at pre-agreed payment intervals between the parties prior to project commencement
 - **Additional or bespoke development work** will be invoiced for 50% of the order value on receipt of the customer's order; 25% of the order on completion of systems integration testing; and 25% of the order on completion of user acceptance testing
 - **Annual Maintenance and Support** shall be invoiced on the earlier of a) realisation of the Cloud infrastructure (for test or production purposes), or 4 months from the date of the customer's purchase order. Invoices will be for a period of 12 months to commence on the invoice date. Subsequent renewals and/or additions will be prorated to align with customers' existing 12-month contract term.
3. The prices quoted in this proposal are offered on the basis that the customer possesses suitable computer equipment, in accordance with recommended hardware, on which to install our client-side software.
4. The prices quoted in this proposal are offered for a period of 60 days from the date at the head of this document, unless agreed otherwise.
5. In the event of a deferral or cancellation of scheduled implementation consultancy and/or training consultancy by the customer, the following charges will apply:
 - Notice of 14 or more days: No charge
 - Less than 14 but more than 7 days' notice: 50% of all consultancy charges plus any travel and/or accommodation expenses already incurred by G2 Speech
 - Less than 7 days' notice: 100% of all consultancy charges plus any travel and/or accommodation expenses already incurred by G2 Speech
 - G2 Speech have the right to defer or reschedule implementation consultancy and or/training consultancy at any time in respect of which no charge, penalty or similar shall be incurred by G2 Speech.
6. In respect to additional users, additional licences may be purchased throughout the term of the agreement. The annual maintenance and support costs relating to these licences shall be invoiced pro-rata in line with customers' existing 12-month contract term and charged annually thereafter.
7. In the event that the customer wishes G2 Speech to carry out development work, G2 speech will together with the customer develop a specification and G2 Speech will provide to the customer, a quotation for the development work, to be agreed between the parties, in advance of G2 Speech carrying out the work.
 - Any new requirement by the customer for changes (regardless of size or materiality) to the specification will be deemed as chargeable at G2 Speech's standard daily rates which are as advised to the customer. Once agreed upon, changes to the specification will be deemed as chargeable at G2 Speech's standard daily rates even if the changes are made before development has started. Any work which may be required of G2 speech by the customer, as a result of so called dependencies not being met, for which the customer is responsible, including but not limited to generation of data extracts of suitable quality, will also be chargeable at G2 Speech's standard daily rates.
 - Where the development work undertaken includes G2 Speech providing an interface with third party systems, G2 Speech shall not provide maintenance in relation to the interface, including but not limited to requirements in relation to any upgrade to, or replacement of any third-party system. If any development work additional to that provided in the specification is required, this work is incrementally chargeable by G2 Speech who will, in advance, provide a quotation for the work to be performed for the customer to be agreed between the parties.
 - G2 Speech runs a scheduled development pipeline of collective customer commitments: as such term is understood between the parties. G2 Speech cannot guarantee in advance dates for incorporating changes in the specification requested by the customer. Any such dates will be as agreed between the parties.
8. Support services will be provided by G2 Speech to the customer from the earlier of a) installation of the relevant client-side software onto the customer's infrastructure (either test or production environments); or b) four months from the date of the customer's purchase order.
9. All Project Management Consultancy, Implementation Consultancy and/or Training Consultancy times stated above are estimates only and may go up or down depending upon the prevailing requirements of the customer.
10. Delivery charges will be invoiced in respect of hardware deliveries at the rate of:
 - Total hardware order value under £30.00 - £6.00
 - Total hardware order value less than £100.00 but more than £30.00 - £10.00
 - Total hardware order value less than £1,000.00 but more than £100.00 - £20.00
 - Total hardware order more than value £1,000.00 - £50.00

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11. Supplier's undertaking

- From each agreed start date G2 Speech shall provide the service in accordance with the terms and conditions of the agreement, and perform the agreed additional services. The contents of the service are set out in the specification.
- G2 Speech shall perform its obligations in a professional manner. Unless otherwise follows from the specification, the service shall be performed in accordance with the methods and standards normally applied by G2 Speech for this type of service.
- G2 Speech may engage a subcontractor to perform the service and other obligations under the agreement. G2 Speech is liable for a subcontractor's work as if it had been performed by G2 Speech itself.
- Unless otherwise follows from the agreement, G2 Speech may, while observing the provisions on personal data in clause 14, provide the service, in whole or in part, from another country, provided that G2 Speech otherwise fulfils the terms and conditions of the agreement.

12. Customer's undertaking

- In order for G2 Speech to be able to perform its obligations under the agreement, the customer is responsible for the following:
 - The customer shall review the documentation provided by G2 Speech and make decisions regarding the approval of such documentation, and otherwise provide the information necessary for G2 Speech to perform its obligations under the agreement.
 - The customer is responsible for the communication between the customer and the Cloud infrastructure. It is also the customer's responsibility that it has the equipment and software that G2 Speech, on a website or by another written method, has stated is required to use the service, or which otherwise is clearly required for such use.
 - The customer is responsible for faults and defects in the customer's software.
 - The customer shall ensure that (i) customer's data are free from viruses, Trojans, worms or other malicious software or code; (ii) customer's data are in the agreed format; and (iii) customer's data otherwise cannot damage or interfere with G2 Speech's system or the service.
 - The customer shall ensure that log-in information, security methods and other information provided by G2 Speech for access to the service are handled confidentially.
 - The customer shall notify G2 Speech immediately in the event of unauthorised access to information.
 - The customer shall notify G2 Speech immediately upon discovery of any infringements or attempted infringements that might affect the service.

13. Start-up the service

- It is G2 Speech's responsibility that the service is available to the customer from and including the agreed start date. G2 Speech shall, in good time, have provided the instructions that are necessary for the customer to start using the service from the agreed start date. The parties may conclude a

separate agreement regarding G2 Speech's obligations in respect of the start-up of the service. The service shall be deemed available when the customer can start using the service.

14. Changes to the service

- G2 Speech may, without prior notification to the customer, make changes to the service or the method of providing it, which evidently may not cause the customer more than minor inconvenience.
- G2 Speech may make other changes to the service or the method of providing it than those set out in the first section of clause 14, 3 months after notifying the customer to this effect.

15. Customer's use of the service

- Unless the parties have agreed otherwise, the customer is granted a non-exclusive right to use the service in its own business only.
- The customer may not copy software that is included in the service or let anyone, other than the persons nominated in accordance with the next section in this clause, use the service.
- The customer shall specify what persons are allowed to use the service. The customer shall immediately notify G2 Speech if such a person is no longer authorised to use the service. The customer is responsible for the use of the service by such persons.
- The customer is obliged to follow any written instructions from G2 Speech for the use of the service. G2 Speech may, after the conclusion of the agreement, change instructions provided in accordance with clause 14.

16. Specific provisions related to SaaS

Scope

- The customer may use the SaaS service for the number of licenses or other use set out in the agreement and otherwise as set out in clause 15. From the actual start date G2 Speech shall provide the updates, versions or releases of the application specified in the agreement, with the changes that follow from clause 16 (maintenance of the application).

Maintenance of the application

- G2 Speech shall implement the updates or new versions provided by G2 Speech in the application within the scope of its maintenance, and to the extent G2 Speech finds it appropriate for the service. The provisions of clause 14 shall apply to the implementation of an update or a new version. G2 Speech may, even if it would inconvenience the customer, implement updates in the application in order to protect the service and for other security related purposes.

Documentation

- G2 Speech shall make available user documentation for the use of the application in form of manuals and other instructions. The user documentation shall be in English, Dutch or French, depending on the customer's requirements.

17. Restricted access to the service

- If the provision of the service results in a risk of more than insignificant damage to G2 Speech or another customer of the service, G2 Speech may block or restrict access to the

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service. In connection with this, G2 Speech may not adopt more far-reaching measures than is justified in the circumstances. The customer shall be informed as soon as possible if the access to the service is restricted.

- Unless otherwise follows from the service level agreement, G2 Speech may carry out planned measures that affect the availability of the service if required for technical, maintenance, operational or safety reasons. G2 Speech shall perform such measures promptly and in a manner that limits the disruption. G2 Speech undertakes to notify the customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.
- G2 Speech has the right to immediately prevent information in the service from spreading further, if it is reasonable to believe that continuing to spread the information contravenes applicable legislation. In exercising this right, G2 Speech is entitled to access any information transferred or submitted to the service.

18. Contact persons

- Each party shall designate a contact person who shall be responsible for the cooperation in regard to the agreement. Each party shall notify the other party of the designated contact person. The contact persons are entitled to represent the principal in matters concerning the implementation of the service and any additional services.

19. Intellectual property rights

- G2 Speech holds all rights, including intellectual property rights, to the service and any software included in the service.

20. Customer's data

- In the relationship between the customer and G2 Speech, the customer is the holder of all rights pertaining to customer's data. Unless otherwise follows from the agreement, work in connection with transferring customer's data to the customer during the term of the agreement is an additional service.
- The customer is liable for, and shall indemnify and not hold G2 Speech responsible for, any infringement by customer's data of any third party right or any other non-compliance with applicable law.

21. Log data

- If G2 Speech keeps a log of the use of the service G2 Speech may only, unless the parties have agreed otherwise, use the data from the log as necessary to perform the services, and if the log does not contain any personal data for development, to clarify misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes. If data from the logs are used for statistical purposes, the data shall not contain customer's data or information to which a confidentiality obligation applies, so that the customer or a person can be identified, and such statistical analyses shall not create personal data. G2 Speech shall allow the customer access to the data registered by G2 Speech regarding the use of the service pursuant to this clause.

22. Personal data

- When processing personal data within the scope of the service, the customer is the data controller and G2 Speech is the data processor. As data controller it is the customer's responsibility that personal data is processed in accordance with applicable legislation. G2 Speech ensures that it will only process personal data in accordance with the agreement and the customer's written instructions. Where the requested action does not follow from the agreement, G2 Speech shall be remunerated for following the customer's written instructions. G2 Speech shall implement the agreed technical and organisational measures to protect the personal data. G2 Speech shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the customer's personal data. Where G2 Speech incurs extra costs for complying with amended security requirements, the customer shall compensate G2 Speech for any such costs. G2 Speech shall immediately notify the customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the customer's personal data.
- G2 Speech shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. G2 Speech may charge the customer for any costs in connection with the implementation of such inspection.
- Upon the expiry of the agreement, the provisions of clause 29 shall apply in regard to personal data.

23. Security

- Unless otherwise follows from the agreement, G2 Speech shall comply with its internal security regulations. G2 Speech's internal security regulations shall be available on the website or other accessible place specified in the Specification. G2 Speech may, after the conclusion of the agreement, change the applicable security regulations in accordance with clause 14.

24. Confidentiality

- Each party undertakes not to disclose, without the other party's consent, to a third party, during the term of the agreement or for a period of three years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, G2 Speech's information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply to information that the party can demonstrate has become known to the party other than through the project or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to disclosure.
- A party shall ensure that confidentiality is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors'

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employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

25. Liability for the service

- In the event of a fault in the service, G2 Speech shall, if possible, remedy the fault with the urgency required by the circumstances. If the customer has not been able to use the service in significant respects due to a fault in the service, the customer is also entitled to receive, for the period from the notification of the fault and during the time the fault persists, a reasonable reduction in the remuneration relating to the service. G2 Speech is only liable for faults pursuant to sub-clause 25 if the customer has notified G2 Speech within a reasonable time after discovering the fault, and has stated and, if necessary, demonstrated, how the fault presents itself. Where the fault is caused by the negligence of G2 Speech, G2 Speech is liable for damages, with the limitations set out in clause 26.
- If the parties have agreed service levels for the service, these shall be specified in the agreement.
- Unless otherwise follows from the agreement, G2 Speech's liability for faults or non-performance of service levels does not include faults or defects caused by the circumstances set out below:
 - (a) Circumstances for which the customer is responsible under the agreement;
 - (b) Circumstances beyond G2 Speech's area of responsibility for the service;
 - (c) A virus or other security interference, provided that G2 Speech has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards.
- If the parties have entered into an agreement regarding agreed service levels G2 Speech is only liable, in the event of non-compliance with the agreed service levels, for a price reduction or liquidated damages in accordance with the terms and conditions of the agreed service levels.
- The customer may only invoke remedies under clause 25, if the customer has notified G2 Speech in writing to this effect no later than 90 days after the customer became aware, or should have become aware, of the grounds for the claim.

26. Limitation of liability

- If a party is prevented from fulfilling its obligations under the agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the service in substantial respects is prevented for a period exceeding two months due to a circumstance stated herein, either party shall have the right to terminate the agreement in writing, without incurring any liability for compensation. When terminating the agreement in accordance with this clause, clause 29 shall apply.
- A party's liability for damages is limited, per calendar year, to a total sum equal to 15% of the annual fee for the service in question. With regard to additional services, G2 Speech's liability, per calendar year, shall be limited to the total amount of that additional service. A party is not in any event liable for

loss of profit or other indirect damage. Furthermore, a party is not liable for the other party's liability towards a third party, other than as stated in clause 11 or, as regards the customer's liability, under clause 12 G2 Speech shall not be liable for any loss of data, except in respect of possible loss of data caused by G2 Speech's negligence in performing its agreed commitments regarding backup copying. The limitation of liability in this clause 26 does not apply in the event of personal injury, liability in accordance with clause 19 and 20 or in the event of intent or gross negligence.

- A party does not have the right to make a claim for damages, unless such claim is made within 6 months from the time the damage occurred.

27. Term of agreement

- This agreement takes effect when signed by the parties. The term of agreement, extension period and notice period shall be specified in the agreement. In the event a term of agreement has been specified, the term is deemed to have started on the Actual Start Date. Unless the parties agree otherwise, either party may terminate the agreement no later than 90 days before the expiry of the current agreement term. Otherwise the agreement is extended each time by the agreed extension period. In the event that an agreement term or extension period has not been agreed, the agreement continues to apply with a mutual notice period of 90 days. The agreement expires at the calendar month end following the expiry of the notice period. Termination of the agreement shall be made in writing.

28. Early Termination

- Either party may terminate the agreement:
 - (a) if the other party commits a significant breach of its obligations under the agreement and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or
 - (b) if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.
- The terminating party may terminate the agreement with effect from a certain date, which must not be later than three months after the notice of termination.
- Termination shall only be valid if made in writing.

29. Winding up of the service

- Upon termination of the agreement, a copy of the customer's data and, when applicable, the customer's software shall, on a request from the customer that shall be made at the latest 60 days from the termination of the agreement, promptly be returned to the customer or to a person designated by the customer, and any parts which exist electronically shall, if the customer so wishes and to the extent reasonable, be submitted in electronic form in accordance with the customer's instructions. After the expiry of such 60-day period, and unless otherwise is required by law, G2 Speech may destroy such customer's data and the customer's software at G2 Speech's premises, or in a different manner make it inaccessible to the customer. In order to achieve a transfer of the service that disrupts the customer as little as possible, G2 Speech shall, as an additional service and to a reasonable extent, assist the customer if the customer will

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provide an equivalent service to the service, either itself or through another company designated by the customer. After transferring the customer's data, or if the customer has not requested such transfer, G2 Speech shall, after the expiry of the 60-day period referred to in the previous paragraph, delete or anonymise the customer's data within a reasonable time but by no later than 12 months from the expiry of the agreement. After expiry of the agreement, G2 Speech shall not process personal data contained in the customer's data for any purpose other than to delete or anonymise customer's data. G2 Speech shall be entitled to reasonable remuneration for such work or any required investment in accordance with G2 Speech's current price list. The customer's obligation to pay for an investment only arises if the customer requests such an investment.

30. Notices

- Notice of termination and/or other notices shall be sent by courier, registered post or electronic message to the other party's contact person at the address specified by such party. The other party shall be deemed to have received such notice:

- (a) at the time of delivery, if delivered by courier;
- (b) 5 days after dispatch, if sent by registered post;
- (c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

31. Assignment

- The agreement may not be assigned without the approval of the other party.
- Notwithstanding the above G2 Speech may assign the right to accept payment under the agreement without the approval of the customer.

32. Governing law, disputes

- This agreement shall be governed by British law, without application of its conflict of laws principles.
- Any disputes arising out of the agreement shall be settled in the general courts.