
CRESCENDO STANDARD TERMS AND CONDITIONS SOFTWARE AND SERVICES SUBSCRIPTION

INTRODUCTION

Crescendo Systems Limited (hereinafter referred to as “CRESCENDO”) provides Digital Dictation, Speech Recognition and Document Management Software and Services to businesses or individuals (hereinafter referred to as the “CLIENT”). Our registered office address is 7 Brackenwood, Sunbury-on-Thames, Surrey TW16 7SQ and we operate out of Grosvenor House, 4-7 Station Road, Sunbury on Thames, Surrey, TW16 6SB. Our company registration number is 4944050 and our VAT number is GB 825 7570 10.

These Standard Terms and Conditions shall apply to the provision of Software and Services by CRESCENDO to its CLIENTS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by CRESCENDO and the CLIENT for the Software and Services as defined by, described and listed in the Subscription Services invoice, for the specified amount and for the subscription period, in accordance with these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Software and Services;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
“Client”	means the party procuring the Software and Services from CRESCENDO who shall be identified in the Agreement;
“Commencement Date”	means the date on which provision of the Software and Services will commence, as defined in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Fees”	means any and all sums due under the Agreement from the CLIENT to CRESCENDO, as specified in the Agreement;
“Software”	means the software to be provided by CRESCENDO to the CLIENT in accordance with the Agreement, as described and listed in the Subscription Services invoice, and pursuant to Clause 2 of these Terms and Conditions
“Services”	means the services to be provided by CRESCENDO to the CLIENT in accordance with the Agreement, as described and listed in the Subscription Services invoice, and pursuant to Clause 2 of these Terms and Conditions; and

“Term” means the term of the Agreement as described in the Subscription Services invoice.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “These Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
 - 1.2.5 a “Party” or the “Parties” refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Provision of the Software and Services

- 2.1 With effect from the Commencement Date, CRESCENDO shall, throughout the Term of the Agreement, provide the respective Software and Services to the CLIENT.
- 2.2 CRESCENDO shall provide the Software and Services with reasonable skill and care, commensurate with prevailing standards in the Digital Dictation and Speech Recognition sector in the United Kingdom.
- 2.3 CRESCENDO shall act in accordance with all reasonable instructions given to it by the CLIENT provided such instructions are compatible with the specification of Software and Services provided in the Agreement.
- 2.4 CRESCENDO shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Software and Services.

3. Speech Recognition Responsibilities:

The Client acknowledges that Speech Recognition Software and Services are not error free. Furthermore, Speech Recognition is a statistical process that may result in inaccuracies, therefore errors can occur in the content, output and results of such processes that Crescendo Systems is not responsible for. Client agrees that it is the sole responsibility of client and each authorised user to identify and correct any such errors and inaccuracies before using and/or relying on the content, results or output of any Software and Services provided under this Agreement for any professional, legal or medical practice related purposes.

4. CLIENT’s Obligations

- 4.1 The CLIENT shall use all reasonable endeavours to provide all pertinent information to CRESCENDO that is necessary for CRESCENDO’s provision of the Software and Services.
- 4.2 The CLIENT may, from time to time, issue reasonable instructions to CRESCENDO in relation to CRESCENDO’s provision of the Software and Services. Any such instructions should be compatible with the specification of the Software and Services provided in the Agreement.
- 4.3 In the event that CRESCENDO requires the decision, approval, consent or any other communication from the CLIENT in order to continue with the provision of the Software and Services or any part thereof at any time, the CLIENT shall provide the same in a reasonable and timely manner.
- 4.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the CLIENT’s responsibility to obtain the same in advance of the provision of the Software and Services (or the relevant part thereof).

- 4.5 If the nature of the Software and Services requires that CRESCENDO has access to the CLIENT's Office, Home Office or any other location, access to which is lawfully controlled by the CLIENT, the CLIENT shall ensure that CRESCENDO has access to the same at the times to be agreed between CRESCENDO and the CLIENT as required.
- 4.6 Any delay in the provision of the Software and Services resulting from the CLIENT's failure or delay in complying with any of the provisions of Clause 4 of the Terms and Conditions shall not be the responsibility or fault of CRESCENDO.

5. Fees, Payment, and Records

- 5.1 The CLIENT shall pay the Fees to CRESCENDO in accordance with the provisions of the Agreement
- **SCHEDULE 1 – CRESCENDO TERMS AND CONDITIONS ANNUAL SUBSCRIPTION SERVICES FOR CLOUD SOLUTIONS, or**
 - **SCHEDULE 2 – CRESCENDO TERMS AND CONDITIONS ANNUAL SUBSCRIPTION SERVICES FOR ON PREMISE SOLUTIONS**
- CRESCENDO shall invoice the CLIENT for Fees due in accordance with the provisions of the Agreement.
- 5.2 All payments required to be made pursuant to the Agreement by either Party shall be made in accordance with the provisions of the Agreement.
- 5.3 All payments required to be made pursuant to the Agreement by either Party shall be made in Great British Pounds (GBP) in cleared funds to such bank as the receiving Party may from time to time nominate [without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.]
- 5.4 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 5.5 Without prejudice to sub-Clause 10.3.1 of the Terms and Conditions, any sums which remain unpaid following the expiry of the period in accordance with the provisions of the Agreement shall incur interest on a daily basis at 2% above the base rate of the Bank Of England from time to time until payment is made in full of any such outstanding sums.
- 5.6 CRESCENDO shall:
- 5.6.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
 - 5.6.2 at the reasonable request of the CLIENT, allow that CLIENT or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.

6. Liability, Indemnity, and Insurance

- 6.1 CRESCENDO shall ensure that it has in place, at all times, suitable and valid insurance that shall include public liability insurance.
- 6.2 In the event that CRESCENDO fails to deliver the Software and Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the CLIENT.
- 6.3 CRESCENDO's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum indicated on CRESCENDO's insurance certificates.
- 6.4 CRESCENDO shall not be liable for any loss or damage suffered by the CLIENT that results from the CLIENT's failure to follow any instructions given by CRESCENDO.
- 6.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude CRESCENDO's liability for death or personal injury.
- 6.6 Subject to sub-Clause 6.3 of the Terms and Conditions CRESCENDO shall indemnify the CLIENT against any costs, liability, damages, loss, claims or proceedings arising out of CRESCENDO's breach of the Agreement.
- 6.7 The CLIENT shall indemnify CRESCENDO against any costs, liability, damages, loss, claims

or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by CRESCENDO) caused by the CLIENT or its agents or employees.

- 6.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

7. Guarantee

- 7.1 CRESCENDO guarantees that all Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated; all CRESCENDO personnel will comply with the provisions in this Agreement relating to Confidential Information; it will not use, disclose, or transfer across borders any information that is processed for the CLIENT that may identify an individual Personal Data (as defined by GDPR, Data Protection Act 2018 and the ICO – or any subsequent legislation, regulation or guidance), except to the extent necessary to perform the Services pursuant to this Agreement; and it will comply with all applicable data protection laws, will implement and maintain appropriate technical and other protections for the personal data, will report any breaches of protection of personal data to the CLIENT within 24 hours, and will cooperate fully with the CLIENT's requests for access to, correction of, and destruction of personal data in CRESCENDO's possession.
- 7.2 CRESCENDO's guarantee relating to the Software supplied under the applicable Agreement.
- **SCHEDULE 1 – CRESCENDO TERMS AND CONDITIONS ANNUAL SUBSCRIPTION SERVICES FOR CLOUD SOLUTIONS, or**
 - **SCHEDULE 2 – CRESCENDO TERMS AND CONDITIONS ANNUAL SUBSCRIPTION SERVICES FOR ON PREMISE SOLUTIONS**

8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and [for 3 years] after its termination:
- 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Terms and Conditions.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:
 - 8.2.1.1 any sub-contractor or supplier of that Party;
 - 8.2.1.2 any governmental or other authority or regulatory body; or
 - 8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Software and Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

8.3 The provisions of Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9. Force Majeure

9.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

9.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Software and Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

10. Invoicing & Payment

Annual Subscription Services renewal invoice shall be sent at least 45 days prior to the automatic renewal of the Annual Subscription Services and payment shall be due in full 14 days before the current agreement end date. In case of default, CRESCENDO reserves the right to withhold all service and support until such cases are corrected. The CLIENT's obligations in such cases does not change in respect to amounts owing and shall survive said termination.

11. Term, Amendments & Termination

11.1 The term of the Annual Subscription Services (unless otherwise agreed) is for twelve (12) months from the date of commencement shown on the initial or renewal Annual Subscription Services invoice. The Annual Subscription Services shall continue from the commence date for the Initial Term and shall be automatically renewed in full for a Further Term of 12 months, unless;

- (i) either party notifies the other party of any amendments or termination, in writing, at least thirty (30) days before the end of the Initial Term or Further Term, in which case the Annual Subscription Services shall terminate upon the expiry of the applicable Initial Term or Further Term.
- (ii) otherwise terminated in accordance with the provisions of the Annual Subscription Services.

11.2 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12. Effects of Termination

Upon the termination of the Agreement for any reason:

- 12.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 12.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 12.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 12.4 subject, as provided in Clause 10, and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 12.5 each Party shall (except to the extent referred to in Clause 8 of the Terms and Conditions) immediately cease to use, either directly or indirectly, any Confidential Information, and shall

immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13. Data Protection

CRESCENDO will only use the CLIENT's personal information in accordance and compliance with all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 as amended and the National Health Service (NHS) Information Governance (IG) Toolkit.

14. Data Processing

- 14.1 In this Clause 14 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.
- 14.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 14 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 14.3 For the purposes of the Data Protection Legislation and for this Clause 14 and the Agreement, CRESCENDO is the "Data Processor" and the CLIENT is the "Data Controller".
- 14.4 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
- 14.5 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:
 - 14.5.1 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
 - 14.5.2 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 14.5.3 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller.
 - 14.5.4 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 14.5.4.1 Notify the Data Controller without undue delay of a personal data breach;
 - 14.5.4.2 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
 - 14.5.4.3 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with the Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

14.5.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data

14.5.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

14.5.6 Notify the Data Controller without undue delay of a personal data breach;

14.5.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and

14.5.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 14.

14.6 In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:

14.6.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 14 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

14.6.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.

14.6.3 Either Party may, at any time, and on at least 30 calendar days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme.

15. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

18. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

19. Assignment and Sub-Contracting

CRESCENDO shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of CRESCENDO.

20. Time

All times and dates referred to in the Agreement shall be of the essence of the Agreement.

21. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

22. Non-Solicitation

- 22.1 Neither Party shall, for the Term of the Agreement employ or contract the Software and Services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.
- 22.2 Neither Party shall, for the Term of the Agreement solicit or entice away from the other Party any customer or CLIENT where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

23. Third Party Rights

No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

24. Notices

- 24.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 24.2 Notices shall be deemed to have been duly given:
 - 24.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 24.2.2 when sent, if transmitted by e-mail and a return receipt is generated; or
 - 24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

25. Entire Agreement

- 25.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 25.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

26. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

27. Severance

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

28. Dispute Resolution

- 28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 28.2 If negotiations under sub-Clause 28.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 28.3 If the ADR procedure under sub-Clause 28.2 does not resolve the matter within 90 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 28.4 The seat of the arbitration under sub-Clause 28.3 shall be England and Wales. The arbitration

shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

- 28.5 Nothing in Clause 28 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 28.6 The decision and outcome of the final method of dispute resolution under Clause 28 shall be final and binding on both Parties.

29. Law and Jurisdiction

The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

SCHEDULE 1
CRESCENDO TERMS AND CONDITIONS
ANNUAL SUBSCRIPTION SERVICES FOR CLOUD SOLUTIONS

Crescendo Systems Limited, (hereinafter referred to as “CRESCENDO”), agree to provide support to the customer (hereinafter referred to as the “CLIENT”), for the Software and Services listed in the Annual Subscription Services invoice, for the specified amount and for the subscription period stated, in accordance with our Standard Terms and Conditions and in conjunction with side terms detailed in this document.

1. Products & Services Covered by This Agreement

Nuance Healthcare Products	Dragon Medical One Dragon PowerMic Mobile
Nuance Professional Products	Dragon Professional Anywhere Dragon Legal Anywhere Dragon Anywhere Mobile
Crescendo Products	DigiWeb Cloud Based Digital Dictation Workflow Solution
Corti Products	Corti Assistant

2. Services Provided & Conditions

The above Nuance Healthcare products are developed by Nuance Communications (now owned by Microsoft) and are hosted in the United Kingdom by Nuance Communications as a Cloud Service on Microsoft Azure Servers.

The above Nuance Professional products are developed by Nuance Communications (now owned by Microsoft) and are hosted in the United Kingdom by ORdigiNAL (a Nuance Authorised Distributer) as a Cloud Service on Microsoft Azure Servers.

The above Crescendo products are developed by Crescendo Systems Corporation and are hosted in the United Kingdom by Crescendo Systems Limited as a Cloud Service on Microsoft Azure Servers.

The above Corti Products are developed by Corti ApS and are hosted in the Amsterdam & Dublin by Corti ApS as a Cloud Service on Microsoft Azure Servers.

The above Software and Services have been designed to be highly available 24/7 and to deliver consistent uptimes of 99.9 percent. The configuration of the Cloud Service provides automatic failover in case of server outage to guarantee business continuity.

The Annual Subscription Service entitles the CLIENT to receive full access to the CRESCENDO support team. The agreed period of service, unless otherwise stated, is Monday to Friday, from 9:00am - 5:00pm UK Time Zone, excluding Public & Bank holidays. The CLIENT will be provided with a helpline telephone number and email address to reach the support team when experiencing any difficulties with the CRESCENDO product or services. A fully qualified support person will assist in resolving the technical problems or any application concerns the CLIENT may have. The Annual Subscription Services covers the cost of CRESCENDO using its remote diagnostic capabilities to troubleshoot or install new versions of the software over the Internet when a remedy through voice assistance cannot be achieved.

3. Service Level Agreement

Submitting an incident

Incidents should be reported to the CRESCENDO Helpdesk either by sending an email to support@crescendosystems.co.uk or by telephoning 01932 789433 and selecting Option 2. Incidents will be logged, and an incident number will be issued for tracking purposes. Most calls will be dealt with immediately however, it may be necessary for a member of the support team to call or email the CLIENT back within the agreed response times below.

Incidents will be responded to according to the severity of the issue. Response times are the time between the incident being logged and the time taken for CRESCENDO to commence support to the CLIENT.

Priority One Calls – when the application has stopped working and the CLIENT is unable to use the software.

Priority Two Calls – when the application is operational but is not functioning as it should and is therefore causing the CLIENT intermittent or occasional disruption.

Priority Three Calls – are questions or requests about how to use the software or some of its features.

Response times during normal period of service is 1 hour for Priority One Calls, 3 hours for Priority Two Calls and 8 hours for Priority Three Calls.

4. AI Speech Recognition & Generated Results Disclaimer

The CLIENT acknowledges that AI-powered speech recognition and text generation systems, supplied by CRESCENDO, are designed to enhance efficiency and provide helpful insights. However, they are not perfect and may produce errors, inaccuracies, or misinterpretations of spoken or written content.

Key Considerations:

- **Accuracy Limitations:** AI speech recognition may misinterpret words, especially in noisy environments, with strong accents, or when technical jargon is used.
- **Context Awareness:** AI-generated results are based on patterns and probabilities but do not possess human-like understanding, judgment, or intent.
- **No Professional Advice:** AI outputs should not be considered a substitute for expert advice in legal, medical, financial, or other professional fields.
- **User Responsibility:** Users should review and verify all AI-generated results before relying on them for critical decisions.

By using this system, you acknowledge and accept the inherent limitations of AI technology and agree that CRESCENDO is not liable for any errors or misunderstandings resulting from its use.

5. Medical Device Disclaimer

The CLIENT acknowledges that the products and services supplied by CRESCENDO are not designed, intended or made available as a medical device(s) and are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment.

6. CRESCENDO Guarantee

CRESCENDO guarantees that all Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated; all CRESCENDO personnel will comply with the provisions in this Agreement relating to Confidential Information; it will not use, disclose, or transfer across borders any information that is processed for the CLIENT that may identify an individual Personal Data (as defined by GDPR, Data Protection Act 2018 and the ICO – or any subsequent legislation, regulation or guidance), except to the extent necessary to perform the Services pursuant to this Agreement; and it will comply with all applicable data protection laws, will implement and maintain appropriate technical and other protections for the personal data, will report any breaches of protection of personal data to the CLIENT within 24 hours, and will cooperate fully with the CLIENT's requests for access to, correction of, and destruction of personal data in CRESCENDO's possession.

7. Confidentiality

Confidential Information means any and all written, oral or other tangible or intangible form of: (a) technical information including, but not limited to, passwords, usernames, computer names, IP addresses, other network configurations, network settings, discoveries, ideas, concepts, know-how (whether or not patentable or capable of being protected by copyright or other means available by statute or treaty), research, development, reports, designs, specifications, drawings, tracings, graphical works, diagrams, samples, flow charts, data, computer programs, disks, algorithms, trade secrets; and (b) commercial, financial and business information, including but not limited to information concerning the CLIENT's current and future products and services, its clients, prospective clients and contacts and their data, its industry knowledge and expertise, its business plans and strategies, its marketing plans and techniques, whether or not that information could give any potential or actual competitor of the disclosing party any form of commercial or other advantage.

8. Additional External References

[DRAGON MEDICAL ONE & POWERMIC MOBILE END USER TERMS OF SERVICE](#)

[DRAGON PROFESSIONAL/LEGAL ANYWHERE END USER LICENCE AGREEMENT](#)

[NUANCE DATA PROCESSING AGREEMENT](#)

[NUANCE PRIVACY STATEMENT](#)

[ORDINAL GDPR & DATA PROCESSING AGREEMENT](#)

SCHEDULE 2
CRESCENDO TERMS AND CONDITIONS
ANNUAL SUBSCRIPTION SERVICES FOR ON PREMISE SOLUTIONS

Crescendo Systems Limited, (hereinafter referred to as “CRESCENDO”), agree to provide support to the customer (hereinafter referred to as the “CLIENT”), for the Software and Services listed in the Annual Subscription Services invoice, for the specified amount and for the subscription period stated, in accordance with our Standard Terms and Conditions and in conjunction with side terms detailed in this document.

1. Products & Services Covered by This Agreement

DigiScribe-XL – DigiConsole – DigiDictate-IP – DigiService-IP – DigiPlayer-IP – DigiDictate-Mobile

2. Services Provided & Conditions

The above products are developed by Crescendo Systems Corporation based in Canada and distributed via CRESCENDO based in the United Kingdom. The above products come together to create a premise-based workflow solution located and installed entirely at the CLIENT site or the CLIENT’s nominated data centre. CRESCENDO’s only access to the system or its subject data is via secure remote access tools or via a dedicated NHS HSCN network connection if the CLIENT is a healthcare facility.

The Annual Subscription Services contract entitles the CLIENT to receive full access to the CRESCENDO support team. The agreed period of service, unless otherwise stated, is Monday to Friday, from 9:00am - 5:00pm UK Time Zone, excluding Public & Bank holidays. The CLIENT will be provided with a helpline telephone number and email address to reach the support team when experiencing any difficulties with the CRESCENDO product or services. A fully qualified support person will assist in resolving the technical problems or any application concerns the CLIENT may have. The Annual Subscription Services covers the cost of CRESCENDO using its remote diagnostic capabilities to troubleshoot or install new versions of the software over the Internet when a remedy through voice assistance cannot be achieved.

3. Service Level Agreement

Priority One Calls, which are deemed to be a system down situation, shall be responded to immediately during normal business hours and within 60 minutes during office hours (when 24/7 coverage has been purchased). Resources shall be focused on the situation until a resolution is found.

Priority Two Calls, which are deemed to be incorrect system performance or results, shall be responded to within 4 hours of receipt during normal business hours. A detailed response shall be provided within 48 hours of receipt of the call. Where a software deficiency is found, a resolution shall be provided within 30 days.

Priority Three Calls, which are deemed to be questions concerning functionality (i.e., how do I do this) or system inconveniences, shall be responded to within 8 hours of receipt during normal business hours. A detailed response shall be provided within 5 working days of receipt of the call. Where a software deficiency is found, CRESCENDO may decide to fix the problem (or not) and if so, a resolution shall be provided in a subsequent release of the software.

Escalation to the department manager would occur whenever the guaranteed response times were exceeded. If still not satisfactorily resolved or responded to within an additional 50% of guaranteed time, then the issue would be immediately escalated to the next management level.

The CLIENT shall be responsible for;

- (i) providing key technical contact with appropriate expertise and knowledge
- (ii) providing Internet access so that the CRESCENDO support team can access the computer system remotely to diagnose to fix any reported issues
- (iii) providing proper training and documentation for each user
- (iv) providing a proper backup of all data on a regular interval
- (v) providing a test set up whereby new versions can be verified before being deployed
- (vi) following recommendations made by the CRESCENDO support team
- (vii) running all maintenance procedures recommended by the CRESCENDO support team

4. AI Speech Recognition & Generated Results Disclaimer

The CLIENT acknowledges that AI-powered speech recognition and text generation systems, supplied by CRESCENDO, are designed to enhance efficiency and provide helpful insights. However, they are not perfect and may produce errors, inaccuracies, or misinterpretations of spoken or written content.

Key Considerations:

- **Accuracy Limitations:** AI speech recognition may misinterpret words, especially in noisy environments, with strong accents, or when technical jargon is used.
- **Context Awareness:** AI-generated results are based on patterns and probabilities but do not possess human-like understanding, judgment, or intent.
- **No Professional Advice:** AI outputs should not be considered a substitute for expert advice in legal, medical, financial, or other professional fields.
- **User Responsibility:** Users should review and verify all AI-generated results before relying on them for critical decisions.

By using this system, you acknowledge and accept the inherent limitations of AI technology and agree that CRESCENDO is not liable for any errors or misunderstandings resulting from its use.

5. Medical Device Disclaimer

The CLIENT acknowledges that the products and services supplied by CRESCENDO are not designed, intended or made available as a medical device(s) and are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment.

6. CRESCENDO Guarantee

CRESCENDO guarantees that all Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated; all CRESCENDO personnel will comply with the provisions in this Agreement relating to Confidential Information; it will not use, disclose, or transfer across borders any information that is processed for the CLIENT that may identify an individual Personal Data (as defined by GDPR, Data Protection Act 2018 and the ICO – or any subsequent legislation, regulation or guidance), except to the extent necessary to perform the Services pursuant to this Agreement; and it will comply with all applicable data protection laws, will implement and maintain appropriate technical and other protections for the personal data, will report any breaches of protection of personal data to the CLIENT within 24 hours, and will cooperate fully with the CLIENT's requests for access to, correction of, and destruction of personal data in CRESCENDO's possession.

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