TERMS OF SALE

PLEASE PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

Company, as defined on the Order, desires to purchase certain VIQ Software, Hosted Software, VIQ Equipment, Third Party Products and/or Services from VIQ Solutions, Inc. ("VIQ") as identified on the Order (as defined below) submitted by Company to VIQ. If VIQ accepts such Order by executing the Order, the Parties will have entered into a binding contract on the terms and conditions set forth in this Terms of Sale ("Agreement") which shall govern the Parties' rights and obligations with respect to the applicable transaction. VIQ and Company are sometimes referred to individually as a "Party" and collectively as the "Parties". ***Neither Party shall be bound by any pre-printed provisions of any purchase order, acknowledgment, nor other similar form.***

General Terms and Conditions

You are referred to hereafter as the "**Company**." VIQ and Company are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the meanings set forth below:

1.1. **"Affiliates"** means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if (i) that other entity has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.2. "**Authorized User(s)**" is an identified individual who is authorized and licensed to access and use the Hosted Software and/or VIQ Software.

1.3. **"Data"** means the audio files, associated transcripts whether in draft or final form and any information received from Company from any Order under this Agreement.

1.4. **"Documentation"** means the administrative guide and user's guide that are provided to Company to facilitate the use of such Hosted Software and/or VIQ Software.

1.5. **"Draft Text"** means text created from Voice Files utilizing speech recognition software.

1.6. **"Equipment"** means VIQ Equipment and Third Party Equipment, collectively.

1.7. **"Estimated Volume"** means the estimated volume set forth on the Order. Company acknowledges VIQ's reliance on the expected volume in its delivery of the Transcription Services.

1.8. **"Hosted Software"** VIQ or its Affiliate's or a subcontractor's proprietary software product or Third Party Software loaded on a VIQ or subcontractor server and accessed by Company or for Third Party Software, licensed under a separate license if provided to Company.

1.9. **"Maintenance Services"** means the services that VIQ provides, pursuant to an Order, to maintain VIQ Software and VIQ Equipment (as applicable), as more fully described in Exhibit A attached hereto.

1.10. "**Order**" means an order for VIQ Software, Hosted Software, Equipment, Third Party Equipment and/or Services.

1.11. **"Order Term**" means the term of the Order.

1.12. **"Professional Services"** means any installation, project management and/or consulting services provided by VIQ pursuant to an Order, as specified in an Order.

1.13. **"Report"** means an electronic report.

1.14. **"Services"** means Transcription Services, Maintenance Services, Training Services and/or Professional Services, as applicable.

1.15. **"Third Party Equipment"** means any third party manufactured hardware specified in an Order.

1.16. **"Third Party Products"** means the Third Party Software and Third Party Equipment, collectively.

1.17. **"Third Party Software"** means any third party proprietary software specified in an Order.

1.18. **"Training Services"** means any VIQ training services provided by VIQ pursuant to an Order, as specified in an Order.

1.19. **"Transcription Services"** means the transcription, translation and/or editing of Voice Files, which may include the transcription, editing and minor formatting of Reports. VIQ may as necessary and at its discretion utilize various hardware, software, and labor to implement the Transcription Services.

1.20. **"Turnaround Time" or "TAT"** with respect to any Voice File, means the maximum elapsed time permitted (as indicated in the Order) between the moment a Voice File becomes available to VIQ (after speech recognition, if applicable) and the moment the Report created from such Voice File is delivered to Company.

1.21. **"Update"** means a release of VIQ Software that may include bug fixes and/or fixes of minor errors, and is typically 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.

1.22. **"Upgrades"** means a release of VIQ Software that may include some feature enhancements and/or additional capabilities (functionality) over versions of the VIQ Software previously supplied, and typically is identified by an increase in the release or version number to the left of the first decimal (for example, an increase from Version 5.2 to 6.0). Upgrades do not include new products that VIQ, in its sole discretion, designates and markets as being independent from the VIQ Software.

1.23. **"VIQ Equipment"** means VIQ manufactured hardware specified in an Order.

1.24. **"VIQ Software"** means the object code version of any VIQ proprietary software product specified in Exhibit B, including (i) any corrections, modifications, enhancements, Updates and Upgrades thereto (if any) that are provided pursuant to this Agreement, and (ii) its accompanying Documentation.

1.25. **"Voice Files"** means electronic copies of voice dictation.

2. SCOPE OF AGREEMENT. Company agrees to purchase from VIQ, and VIQ agrees, subject to the terms and conditions of this Agreement, to supply to Company, the Hosted Software, VIQ Software, Equipment, Third Party Software and/or Services, as specified in each Order that is signed by Company and accepted by VIQ. VIQ may accept an Order by fulfilling it. Each Order will constitute a separate contract between the Parties and will be governed in all respects by the terms and conditions of this Agreement.

3. GRANT OF RIGHTS.

3.1. **Software.** VIQ agrees to host, operate and maintain the equipment and software comprising its Hosted Software, and to allow Company to access and use the Hosted Software, during the Order Term, in accordance with the terms and conditions of the Agreement.

3.1.1. **License Grant**.

3.1.1.1 Subject to the terms and conditions of the Agreement, VIQ hereby grants Company, a revocable, non-exclusive, non-transferable, limited right to allow remotely, via the Internet: (A) its Authorized Users access and use the Hosted Software during the Order Term; provided such access and use is: (i) in a manner commensurate with the intended use of the Hosted Software (as prescribed by the Agreement and the Documentation) and (ii) solely for Company's internal business purposes and/or to provide transcription services to its customers; and (B) employees and contractors of a customer to access the Hosted Software during the Order Term solely for the purpose of receiving transcription services from the Company.

3.1.1.2 Subject to the terms and conditions of the Agreement, VIQ hereby grants Company a limited, non-exclusive, non-transferable, non-sublicensable, perpetual license to allow Authorized Users to use the VIQ Software; provided such use is: (i) in a manner commensurate with its intended use (as prescribed by the Documentation), and (ii) solely for Company's internal business purposes. Company shall not allow any Authorized User to use the VIQ Software for: (a) the Authorized User's own personal use, or (b) the benefit of any third party. Company shall not allow anyone other than the Authorized Users to use the VIQ Software.

3.1.1.3 VIQ or its licensors retains all right, title and interest in and to the VIQ Software, Hosted Software and Documentation, and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith. Without limiting the generality of the foregoing, Company will not itself, directly or indirectly, and will not permit Authorized Users to, (i) access the Hosted Software with software or means other than as described in this Agreement; (ii) modify, port, translate, or create derivative works of the VIQ Software, Hosted Software, or Documentation (iii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the VIQ Software or Hosted Software by any means (except to the extent permitted by mandatory laws) (iv) sell, lease, license, sublicense, copy, assign, transfer, share, market, distribute, or grant access to or use of the VIQ Software, Hosted Software or Documentation, except as expressly permitted in this Agreement; (v) remove any proprietary notices, labels or marks from the VIQ Software, Hosted Software or Documentation; (vi) release to a third party the results of any benchmark testing of the VIQ Software or Hosted Software; or (vii) defeat or circumvent any controls or limitations contained in or associated with the use of the VIQ Software. In no event shall anything in this Agreement or in VIQ's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed. All rights not expressly granted to Company under this Agreement are reserved by VIQ and/or its licensors.

3.1.1.4 Company shall promptly notify VIQ upon learning of any actual or suspected unauthorized possession or use of any VIQ Software or Hosted Software supplied under this Agreement.

3.1.1.5 During the Order Term, Company agrees not to use the Hosted Software excessively or unreasonably. Excessive consumption of the Hosted Software may be identified with reference to significant variations from the average consumption by comparable customers. If the Company is found to be consuming the Hosted Software excessively during the Service Term, VIQ may immediately terminate the Service Term by providing Company with written notice and Company may be subject to additional fees for excessive use. For the purposes of this section, excessive use for Hosted Services would be using more than one thousand minutes per month per user.

3.1.2. **Third Party Software**. Third Party Software supplied by VIQ is subject to the terms and conditions of this Agreement and the applicable third party terms.

3.1.3. **Support**. During the Order Term, VIQ will provide maintenance and support services for the Hosted Software as outlined in this Section 3.1.3.

3.1.3.1 Error Correction. VIQ or its subcontractor(s) shall promptly repair any errors which are reported either in writing or verbally. An error is defined as any operation of the Hosted Software that is different than described in the Documentation. An error also includes a "bug" or " crash" in which the Hosted Software or portions of the Hosted Software cease to function.

3.1.3.2 Company Contact; Question and Answer Support. Company must identify an Administrative Contact, a Technical Contact and an Executive Contact. These individuals must communicate to VIQ about the services rendered hereunder and then will be responsible for communicating, as needed, with Company staff. VIQ will provide question and answer support only to the Administrative Contact, the Technical Contact, and the Executive Contact or their designee. VIQ is not responsible for providing support services directly to transcriptionists or to clinicians. VIQ does not designate a specific limit on the Question/Answer support that it provides, but rather assumes that the existing staff will be adequately trained. However, if over a period of two consecutive weeks, a Company contact persistently calls VIQ for question/answer support, and such Company contact has not attended the appropriate VIQ training classes, then Company agrees to either send the contact(s) to classes at then-standard rates, or, alternatively, meet with VIQ to review the situation. For the purposes of this Section, the term "persistently" shall mean multiple telephone calls with questions every day.

3.1.3.3 Service Hours. VIQ shall provide service/support from 8:30 am to 5:00 pm, Monday through Friday in Company time zones, excluding the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. VIQ shall provide seven days a week, 24-hour per day support for Emergency Events. An Emergency Event is defined as a problem that (a) prevents clinicians from dictating reports; (b) prevents users from accessing the Hosted Sofware; (c) prevents multiple transcriptionists from transcribing or editing documents; (d) prevents the printing of documents or (e) prevents interface transactions (i.e., the transmission from or receipt of data by Company's computer systems).

3.1.3.4 Third Party Supplied Software interoperability. Software residing on Company's work stations is not covered by this Agreement. Upgrades and new releases of all such third-party software are not provided or maintained by VIQ and must be obtained separately by Company. In a Microsoft environment, it is possible that programs provided by other vendors (e.g. an email program) may conflict with the Hosted Software. VIQ disclaims responsibility for any such conflicts.

3.2. **Equipment**. Equipment supplied by VIQ is subject to the terms and conditions of this Agreement and, if Third Party Equipment, the applicable third party terms.

3.3. **Services**. Subject to the terms and conditions of this Agreement, VIQ will provide the Services, as may be specified in an Order.

3.3.1. **Transcription Services**. Company shall dictate the Report into the Hosted Software, make Voice Files and Draft Text available for Transcription Services and VIQ shall supply Reports to Company in accordance with the Order. VIQ shall maintain the transcription hardware and software necessary for VIQ to fulfill its obligations and duties under this Agreement and the Order. Company shall make available to VIQ the ability to create and manage users and security groups for the purposes of transcription, quality control (both pre-delivery and retrospective), statistical reporting, payroll, invoicing and management of services provided to Company. The implementation of the Transcription Services requires that Company be on the then-current version of the Hosted Software.

3.3.2. **Maintenance Services**. If purchased, VIQ will provide the annual Maintenance Services indicated in the Order. After the initial annual Maintenance Services term, an invoice will be issued to Company, in accordance with VIQ's renewal policy, for subsequent one-year terms of Maintenance Services, at least thirty (30) days prior to the end of the then-current Maintenance Service term, if Maintenance Services for the applicable VIQ Software and/or VIQ Equipment is made available by VIQ. Company shall, if it wishes to renew annual Maintenance Services for the applicable VIQ Software and/or VIQ Equipment, pay the invoice for renewal Maintenance Services, in full, within thirty (30) days of the date of such invoice. Company acknowledges that failure to pay such invoice within such 30 day period will result in Maintenance Services expiring with respect to such VIQ Software and/or VIQ Equipment. Unless expressly stated otherwise in this Agreement or the applicable Order, Maintenance Services provided hereunder will commence on the date of initial delivery of the applicable VIQ Software and/or VIQ Equipment (or anniversary thereof if Company is purchasing renewal Maintenance Services). To purchase Maintenance Services with respect to any VIQ Software or any VIQ Equipment, Company is required to purchase Maintenance Services for all licenses of such VIQ Software and all units of such VIQ Equipment respectively.

3.3.3. **Training Services**. Unless otherwise agreed to by the Parties, Training Services will be provided remotely during VIQ's standard business hours, excluding VIQ recognized holidays. If the Parties agree to hold any Training Services at Company's site, all such Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding VIQ recognized holidays. Company shall ensure that all Training Services attendees are or will be Authorized Users and have the skills and experience to participate in the training sessions.

3.3.4. **Professional Services**. Unless otherwise agreed to by the Parties, all Professional Services (including associated travel) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding VIQ recognized holidays.

3.3.5. **On-Location**. If VIQ will perform Services at a location other than a VIQ facility, Company shall provide or arrange for the necessary equipment, information, and facilities required by VIQ to perform such Services, as specified by VIQ.

3.4. **Authorized Users**. Company is responsible for each Authorized User's compliance with the terms of this Agreement and guarantees each Authorized User's full and faithful compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of this Agreement. Company will, at its expense, defend any and all claims, actions, suits, or proceedings made or brought against VIQ by any Authorized User with respect to this Agreement (each, a "Wrongful Claim"), and pay any losses, claims, costs, expenses, damages, or liabilities (including reasonable attorneys' fees) sustained or incurred by VIQ arising from a Wrongful Claim.

4. PAYMENT AND DELIVERY.

4.1. **Fees**. Company shall pay to VIQ all fees and other charges specified in each Order. All fees due under the Agreement are non-cancelable.

4.2. **Expenses**. Prices do not include telecommunications charges or reasonable out-of-pocket expenses that may be incurred in the course of providing Services, including, but not limited to, travel, meals, lodging and other living expenses. Company shall pay or reimburse VIQ for all such charges and expenses.

4.3. **Taxes**. Company shall pay or reimburse all federal, state, and local taxes and assessments (exclusive of taxes on VIQ's net income) arising from or measured by amounts payable to VIQ under this Agreement, or furnish VIQ with evidence acceptable to the taxing authority to sustain an exemption thereto. If Company is required to withhold any amount for taxes on any payment to VIQ, then the amount of Company's payment will be automatically increased to offset such amount withheld.

4.4. **Payment**. Company shall pay all invoices issued under this Agreement or any Orders, in full and either by mail or wire transfer, within thirty (30) days of the date of invoice in accordance with the remittance information contained on the invoice. Interest shall accrue at the rate of one and one half percent (1.5%) per month on any amounts past due. Company shall reimburse VIQ for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts from Company. If Company fails to pay for any Equipment, VIQ reserves the right to repossess such Equipment. VIQ reserves the right to suspend Services to Company in the event any invoice is past due. Company shall notify VIQ within thirty (30) of the date of invoice if it disputes any amount contained in an invoice.

4.5. **Shipment.** Company shall bear all shipping, freight and transportation charges from VIQ's warehouse facility. VIQ Software, Third Party Software and/or Equipment will be shipped FOB Origin.

4.6. **Annual Adjustment.** Each year after the first anniversary of the effective date of the Order, effective January 1, VIQ may increase the fees described in the Order by an amount equal to three percent (3%) from the prior calendar year.

5. TERM; TERMINATION.

5.1. **Agreement Term**. This Agreement commences as of the effective date of the Order and shall continue thereafter until the expiration or termination of the Order and/or Agreement (the **"Term"**).

5.2. **Order Term.** The Order shall be effective as of the date set forth on the Order and shall continue for the initial term set forth in the Order. Thereafter, the Order shall automatically renew annually unless either party provides a thirty (30) day prior written notice of termination during such renewal term. Notwithstanding the foregoing, if an Order is solely for Professional Services, then the Order shall continue until the earlier of delivery of the Professional Services or the expiration date set forth in the Order.

5.3. **Termination for Cause**. Either Party may terminate the Agreement and/or Order upon written notice if the other Party commits a material breach of this Agreement and/or Order and fails to cure such breach within thirty (30) days after receipt of written notice of such breach by the non-breaching party.

5.4. **Effect of Expiration or Termination**. Upon the expiration or termination of the Agreement and/or Order (a) all licenses granted to Company, and all Services obtained by Company, under the Order shall immediately terminate, and (b) Company shall cease accessing and using the applicable Hosted Software and promptly return to VIQ or destroy all copies of the Hosted Software, and certify to VIQ, in writing, that no copies of Hosted Software have been retained by Company. The expiration or termination of this Agreement or Order or any license shall not affect Company's payment obligations. The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. CONFIDENTIALITY.

6.1. **Definition**. Subject to the exceptions contained in this Section 6.1, "Confidential Information" shall mean (a) all information, including third party information, that is (1) disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, or (2) disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure; and (b) for VIQ, the VIQ Licensed Software, Hosted Software and Documentation. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is disclosed with the prior written approval of the Disclosing Party; or (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

6.2. **Permitted Disclosure**. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

6.3. **Use and Obligations**. The Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than as provided in this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information to third parties as the Receiving Party uses to protect its own Confidential Information of a like nature. Confidential Information received by a Receiving Party hereto may be disclosed to and used by such Receiving Party's employees, agents and contractors in accordance with the terms and conditions of this Agreement, and each Party shall be liable for any act or omission by its Affiliates, and its and their respective employees, agents and contractors, which, if performed or omitted by such Party, would be a breach of this Agreement. Each Party agrees that its Affiliates, and its and their respective employees, agents and contractors, shall be bound by the terms of an agreement protecting against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

6.4. **Return of Confidential Information**. The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section 6.4. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

6.5. **Publicity.** The Parties may mutually agree upon a press release announcing this Agreement to be issued at a mutually agreed upon time. Either Party may refer to statements made in such press release in future marketing materials and advertisements. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent, except that either Party may refer to the existence of this Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Each Party is authorized to use the name and logo of the other Party on its website solely to identify such Party's relationship. VIQ may include Company's name in VIQ's customer list, and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures.

7. DATA. Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow VIQ to use the Data in accordance with this Section 7. Company gives VIQ the right, and VIQ has permission to use, the Data in accordance with this Section 7, and to de-identify the Data in accordance with industry standard practices. VIQ and third parties acting under the direction of VIQ may use, compile (including creating statistical and other models), annotate and otherwise analyze the Data. Any and all information that Company provides will remain confidential and VIQ may only provide access to Data to third parties acting under the direction of VIQ in order to fulfill the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law. VIQ will not use the names of individuals and companies to contact anyone for any reason.

8. LIMITED WARRANTIES.

8.1. **VIQ Software Warranty**. VIQ warrants that upon initial installation of the VIQ Software (in the case of VIQ Software that, pursuant to the applicable Order, is to be installed by VIQ) or initial delivery of the VIQ Software to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Software Warranty Period"), the VIQ Software will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and VIQ's sole obligation for any breach of the warranty set forth in this Section 8.1 will be for VIQ, at VIQ's option, to undertake reasonable efforts to correct or replace the nonconforming VIQ Software reported by Company during the Software Warranty Period, or to accept a return of the VIQ Software and refund to Company the fees paid by Company to VIQ for such non-conforming VIQ Software, and terminate the license to any such non-conforming VIQ Software.

8.2. **Hosted Services Warranty**. Hosted Services shall be made available in substantial and material conformity with its Documentation. For any breach of this warranty set forth in this Section 8.2.VIQ will repair or replace any reported nonconformity in the Hosted Services at no cost to Company. If repair or replace is not feasible in VIQ's sole and reasonable opinion, or the Hosted Services continue to not function in accordance with this warranty after fifteen (15) days from Company's first notice to VIQ of such non-conformity, or such other timeframe Company authorizes in writing, Company may terminate the applicable Order and receive a refund of any prepaid and unused fees**.**

8.3. **Training and Professional Services Warranty**. VIQ warrants that the Training Services and Professional Services provided by VIQ pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Company must notify VIQ of any breach of such warranty within 90 days from performance of the non-conforming Services giving rise to the breach of warranty claim. Company's sole and exclusive remedy and VIQ's sole obligation for any breach of the warranty set forth in this Section 8.3 will be for VIQ to re-perform such non-conforming Services that Company notified VIQ of in accordance herewith.

8.4. **Limitation of Warranties**. The warranties set forth in this Section 8 [Limited Warranties] shall not apply, and VIQ shall have no warranty obligation or liability with respect to (a) any VIQ Equipment and/or VIQ Software that (i) is damaged through no fault of VIQ; (ii) is modified by anyone other than VIQ; (iii) is used for any purpose other than its intended purpose (as specified in the Documentation); (iv) is used with equipment not specified as compatible with the VIQ Equipment and/or VIQ Software in the applicable Documentation; (v) is used with software not specified as compatible with said VIQ Equipment and/or VIQ Software in the

applicable Documentation; (vi) Company fails to properly install or maintain; (b) any computer malfunction not attributable to the VIQ Equipment and/or VIQ Software or VIQ; (c) any incorrect use of the VIQ Equipment and/or VIQ Software; or (d) any willful misconduct or negligent action or omission of Company.

8.5. **Disclaimer**. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8 [LIMITED WARRANTIES] ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND VIQ HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND TITLE. VIQ DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. VIQ MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. Company acknowledges its responsibility to regularly back-up data and to adequately test prior to deployment each production version of the VIQ Software in a configuration that reasonably simulates Company's planned production environment.

9. LIMITATION OF LIABILITY.

9.1. **Application.** Nothing in this Agreement shall be taken to exclude or limit liability to the extent that such exclusion or limitation is not permitted by applicable law.

9.2. **Limitation of Liability.** THE TOTAL AGGREGATE LIABILITY OF VIQ AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, SUPPLIERS AND EMPLOYEES, TO COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS AND EMPLOYEES, FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) WILL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID TO VIQ UNDER THIS AGREEMENT DURING THE ONE YEAR PRECEDING SUCH CLAIM. VIQ'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL COMPANY'S PAYMENTS DURING SUCH ONE-YEAR PERIOD BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

9.3. **No Consequential Damages.** IN NO EVENT SHALL VIQ OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, AGENTS, SUPPLIERS AND EMPLOYEES, BE LIABLE TO COMPANY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS AND EMPLOYEES, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF, OR LOSS OF USE OF, SOFTWARE OR DATA, LOSS OF CUSTOMERS, LOSS OF ANTICIPATED SAVINGS AND LOSS OF PROFITS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4. **Third Party Suppliers.** UNDER NO CIRCUMSTANCES SHALL THIRD PARTY SUPPLIERS OF ANY COMPONENT OF THE VIQ SOFTWARE, HOSTED SOFTWARE OR VIQ EQUIPMENT BE RESPONSIBLE OR LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE. SUCH THIRD PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THIS SECTION 9.4.

9.5. **Essential Basis.** The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different. The disclaimers, exclusions, and limitations of liability set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. INTELLECTUAL PROPERTY INFRINGEMENT.

10.1. **By VIQ**. VIQ shall, at its own expense, defend or, at its option, settle, any claim or action brought against Company by a third party, during the Term, to the extent it is based on a claim that the Hosted Software and/or VIQ Software directly infringes any United States patent, copyright or trademark, or misappropriates a trade secret, of such third party. VIQ will indemnify Company against any losses, damages, and expenses that are attributable to such claim or action and are assessed against Company in a final judgment. VIQ shall have the foregoing obligations only if Company provides VIQ with: (a) a prompt written request to undertake the defense in such claim or action; (b) sole control and authority over the defense and settlement thereof; and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such claim or action. VIQ shall not be responsible for any attorneys' fees or other expenses or costs that Company incurs before receipt of Company's request for indemnification or defense. Notwithstanding anything to the contrary in the foregoing, VIQ's obligations under this Section 10.1 shall not apply to open source software.

10.2. **Limited Remedies**. If the Hosted Software and/or VIQ Software becomes, or in the opinion of VIQ, is likely to become, the subject of an infringement claim or action, VIQ may, at its option and in its sole discretion, discharge its obligations under this Section 10 [Intellectual Property Infringement] by: (a) procuring, at no cost to Company, the right to continue using the Hosted Software and/or VIQ Software; (b) replacing or modifying the Hosted Software and/or VIQ Software to render it non-infringing, provided there is no material loss of functionality; or (c) if, in VIQ's reasonable opinion, neither (a) nor (b) above are commercially feasible, terminating Company's rights to the infringing Hosted Software and/or VIQ Software and refund any unused, prepaid fees Company may have paid to VIQ for the infringing Hosted Software and/or VIQ Software.

10.3. **Exclusions**. VIQ will have no obligation or liability under this Section 10 [Intellectual Property Infringement] for any claim or action regarding any claim resulting from any of the following: (i) modification of the Hosted Software and/or VIQ Software by a party other than VIQ; (ii) the combination or use of the Hosted Software and/or VIQ Software with other products, processes, or materials if the Hosted Software and/or VIQ Software itself would not infringe; (iii) where Company continues allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement; (iv) any development, modification, or customization of the Hosted Software and/or VIQ Software by VIQ based on specifications or requirements supplied by Company; or (v) Company's use of the Hosted Software and/or VIQ Software in a manner that is not in compliance with the terms of this Agreement.

10.4. **Exclusive Obligation**. This Section 10 [Intellectual Property Infringement] states the sole obligation and exclusive liability of each Party (express, implied, statutory or otherwise), and the sole remedy of the other, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

11. MISCELLANOUS.

11.1. **Assignment**. Company shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by VIQ. Notwithstanding the foregoing, Company may assign its rights hereunder in their entirety pursuant to: (i) a merger with; (ii) the sale of substantially all of its assets to; or (iii) a consolidation with a third party; provided (a) Company provides VIQ with prompt written notice of such sale, merger or consolidation, and (b) the assignee agrees to be bound by all terms and conditions set forth by this Agreement. VIQ shall be free to assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to a third party, provided that VIQ provides Company with prompt written notice of the assignment.

11.2. **Force Majeure**. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

11.3. **Notices**. All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing), to the attention of the General Counsel. Notice shall be deemed delivered and effective: (i) when delivered personally, (ii) five (5) days after posting when sent by certified United States mail (return receipt requested), or (iii) one (1) day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

11.4. **Relationship Between the Parties**. In all matters relating to this Agreement, Company and VIQ shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. VIQ shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by VIQ hereunder unless otherwise provided herein. VIQ shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the services with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Company and any such third parties, nor any obligation on the part of Company, to pay or to ensure the payment of any money due any such third party.

11.5. **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of New York the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the federal courts in the State of New York. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English.

11.6. **Injunctive Relief**. Each Party recognizes and acknowledges that any use or disclosure of Confidential Information by the receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the disclosing Party for which remedies other than injunctive relief may be inadequate, and the receiving Party agrees that in any request by the disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving Party will not maintain that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

11.7. **Partial Invalidity; Waiver**. If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Party shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

11.8. **Entire Agreement; Headings; Counterparts**. This Agreement, all Orders issued hereunder, and the exhibits attached hereto, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

11.9. **Order of Precedence**. In the event of a conflict between or among the provisions in this Agreement and any Order, the order of precedence shall be as follows: (i) Agreement and (ii) each Order.

11.10. **No Third Party Beneficiaries**. Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

11.11. **Export Controls; Government Use**. Company will comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S Government prime contractor or subcontractor (at any tier), the software, services and related documentation are “commercial items” as that term is defined at 48 C.F.R. 2.101. The software and documentation consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

11.12. **Foreign Corrupt Practices Act.** Company shall comply with all applicable laws or regulations in all countries in which Company conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Company confirms by way of signature of this Agreement that Company has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (“FCPA”) and shall comply with the FCPA at all times.

Exhibit A

Maintenance Services

This Exhibit sets forth Maintenance Services for the VIQ Software and VIQ Equipment.

1 DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

Term	Definition
Business Hours	Monday through Friday, 8:00 AM to 5:00 PM Eastern, excluding United States public holidays.
Bug Fixes	Solutions or workarounds to particular problems with the programs as reported to VIQ (email, telephone, or support portal).
Event	An Event is an occurrence that impacts availability to Authorized User or proper operation of the VIQ Equipment and/or VIQ Software.
Level 1 Maintenance Services	Basic help-desk functions typically including initial call handling, call logging, assignment of call priority, queue placement, initial problem diagnostic services for identifying problems and generic application faults, analysis, and where possible, problem resolution, detailed product problem analysis (including any problem duplication), detailed problem diagnostic services for identifying complex problems and application faults, application of any service releases or end-user specific fixes and interface, generation and collection of log files.
Level 2 Maintenance Services	Reference is made to the content of Section 2.2
Operational	VIQ Equipment and VIQ Software are functional and available to its intended users and is not experiencing Company-impacting Events
Resolution	The correction of the error, defect or condition giving rise to an Event.
Root Cause	Root Cause means the core events that gave rise to an Event.
Support Ticket	A numbered record that documents an Event. The tracking document for an Event.

2 LEVELS OF SUPPORT SERVICES

Maintenance Services will be provided directly to Company for issues with the VIQ Software and VIQ Equipment. This covers the following types of issues:

- Support for Company and its Authorized User reported issues and problems
- Support related to availability and connectivity of VIQ Software and VIQ Equipment and other operational issues

There are two (2) levels of support described as follows:

2.1 **Level 1 Maintenance Services.** Level 1 Maintenance Services is performed by VIQ's support personnel. The technical scope of support offered includes:

Level 1	Primary interface for technical support issues, issue management, and escalation including: • Support for VIQ Software and VIQ Equipment, including deployment of Updates and Bug Fixes • Timely communicating Root Cause and corrective action of Events - when identified • Providing all necessary information and log files to make it possible to reproduce an Event on VIQ's site (such as sound-files and image of the installed software) and cooperating with VIQ in order to reproduce the Event • Testing Bug Fixes

2.2 **Level 2 Maintenance Services.** Level 2 Maintenance Services is performed by VIQ's support. The technical scope of support offered as part of Level 2 Maintenance Services includes:

Level 2	Technical support related issues including: • Telephone support during normal Business Hours • Support for VIQ Equipment and VIQ Software including providing Upgrades and / or Updates (if any) • Internally escalating irresolvable issues • Communicating Root Cause and corrective action of Events - when identified • Creating and documenting workarounds to known issues if appropriate

VIQ will not be responsible for the following:

- Direct support to Company's, Authorized Users and other third parties

- On-premise hardware, software network and connectivity issues, except to verify that issues are not with the VIQ Equipment or VIQ Software
- Determination of likely problem sources outside VIQ's control
- Support for, or required as a result of (i) any modification of VIQ Software by anyone other than VIQ; (ii) if VIQ Software is used for other than its intended purpose; (iii) if Company failed to properly integrate, install or maintain the VIQ Software (including any associated equipment, software or firmware); (iv) any willful or negligent action or omission of Company, (v) any computer malfunction not attributable to VIQ Software; or (vi) damage to VIQ Software from any external source, including computer viruses unattributable to VIQ, computer hackers, or force majeure events.

3 SUPPORT SCOPE

VIQ will provide Level 1 and Level 2 Support Services for Events related to the VIQ Equipment and VIQ Software. This includes troubleshooting to determine if the reported issue is related to the VIQ Equipment and VIQ Software and ongoing management and tracking of the reported issue. If through troubleshooting, an issue is determined to be in the VIQ Equipment and VIQ Software, the issue will escalate the issue to VIQ following the procedure outlined in Section 4 below.

4 STANDARD ESCALATION FLOW

(a) VIQ shall troubleshoot further and provide root cause and corrective action in a timely manner and during normal Business Hours.

The Company will provide VIQ with sufficient issue, product and/or Company information for VIQ to fully understand the details of the issue and in order to resolve the issue.

The following is the standard information that will be provided by to VIQ:

- Contact Name
- Contact e-mail address
- Name Company and, if applicable, the affected Authorized User
- Description of issue
- Detailed description of troubleshooting performed
- Frequency of issue occurrence and reproducibility
- For Authorized User issues, relevant information to assist troubleshooting
- Relevant application and/or device logs and sample problem files
- Log files

5 INCIDENT MANAGEMENT

Company may communicate Events to VIQ by web-based ticket submission form or telephone. In the case where the Event is submitted via phone, VIQ will open a Support Ticket with information to assist in Event Resolution. VIQ will generate a response by email for each Support Ticket.

6 UPDATES AND UPGRADES

VIQ will support the most current version and one previously released version of the VIQ Software. Upgrades and Updates and will be provided as part of the Maintenance Services.