

Subscription Services Agreement for Wizzard's Voice2TXT Service

This Wizzard Services Agreement (hereinafter "Agreement") between Wizzard Software Corporation (hereinafter "Wizzard"), and Company/Organization (hereinafter "Client") sets forth the terms and conditions under which Wizzard shall provide the Voice2TXT Services agreed to under this Agreement.

1 **DEFINITIONS** (When used in this Agreement the capitalized terms listed below shall have the following meanings)

- 1.1 **Services** shall mean the work performed by Wizzard for Client under this Agreement.
- 1.2 **Input Data** shall mean US English recorded voice audio as provided by Client to Wizzard under this Agreement.
- 1.3 **Output Data** shall mean all materials developed for or delivered to Client by Wizzard under this Agreement.
- 1.4 **Turn Around Time** shall mean the time that elapses from the time that the entire Input Data file has been received by Wizzard until the time that the corresponding Output Data file is returned to Client.

2 **EFFECTIVE DATE AND TERM**

- 2.1 The effective date of this Agreement shall commence on the date upon which the Agreement was executed by both parties (the "Effective Date"), and shall remain in effect for one year, as long as Client is current with payments, and still utilizing the Services. This Agreement may be terminated in writing by either party without cause, as long as Client is current with payments.
- 2.2 In the event of any termination of this Agreement, Section 6 shall survive and continue in effect and shall insure to the benefit of and be binding upon the parties and their legal

representatives, heirs, successors, and assigns.

3 **SERVICES**

- 3.1 Details of the Services to be performed by Wizzard for Client under this Agreement shall be set forth in Appendix A. Wizzard shall have no obligation to perform Services until such time as the parties have agreed upon Wizzard's fees and related parameters as defined in Appendix A.
- 3.2 Appendix A may contain certain assumptions and/or responsibilities of Client regarding the Services. Client understands that Wizzard's performance is contingent upon Client's timely and effective performance of its responsibilities including the validity of all assumptions and the quality, content, and timeliness of the Input Data.

4 **CHARGES AND PAYMENTS**

- 4.1 Wizzard's charges for Services will be based on the rates defined in Appendix A and payment for Services will be paid by Client on the schedule agreed to in Appendix A.
- 4.2 Client shall pay all taxes, if any, however designated and in addition to any changes payable to Wizzard hereunder, incurred in connection with, or as a result of this Service Agreement.

5 CONFIDENTIAL INFORMATION

Any information which is shared between the parties in connection with this Agreement shall be considered to be non-confidential. In the event that any confidential information or confidential Input Data must be disclosed, the parties will enter into a separate non-disclosure agreement.

6 OWNERSHIP AND RIGHTS

- 6.1 Wizzard hereby grants Client ownership of any Output Data based on Client's Input Data under this Agreement. Such Output Data shall be owned by Client for its own use.
- 6.2 Wizzard will not make copies of Client's Input or Output Data, and will destroy the original or intermediate (working) copies of the data within one (1) week.
- 6.3 The above notwithstanding, Wizzard is the owner of certain proprietary software and applications used to generate Output Data. Wizzard's rights in and to such proprietary software and applications (and all related intellectual property rights, training materials, written materials and source codes) are protected by certain patents, trademarks, copyrights and trade secret protections. Nothing herein contained shall be deemed to grant Client (or any other party) any right, title or interest in or to such proprietary software and applications or to any development methodology, programming methods, techniques or know-how utilized by Wizzard or others, or to prevent Wizzard from rendering the same or similar services to others.

7 WARRANTIES

- 7.1 Wizzard warrants that the Services shall be performed in a professional manner and will as much as

reasonably possible conform to the criteria established in Appendix A.

- 7.2 It is Client's responsibility to determine its data processing needs and to satisfy itself that the Services ordered will meet those needs. Wizzard is not responsible for the manner in which the Client uses the results of the services.
- 7.3 Client's sole and exclusive remedy is for Wizzard to use commercially reasonable efforts to cause the Services to comply with the foregoing warranties. In the event, Wizzard cannot provide such Services within a reasonable time after notification, Client's sole and exclusive remedy is to terminate this Agreement.
- 7.4 EXCEPT FOR ITS WARRANTY SET FORTH ABOVE WIZZARD MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. WIZZARD DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.5 IN NO EVENT SHALL WIZZARD BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS OR BREACH OF WARRANTY), EVEN IF WIZZARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WIZZARD'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AND IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID TO IT FOR THE

RELEVANT SERVICES GIVING RISE TO SUCH CLAIM.

8 GENERAL

- 8.1 Independent Contractor. The parties are acting as independent contractors under this Agreement and neither party shall have the authority to bind, represent or commit the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.
- 8.2 Law to be Applied. This Agreement shall be governed by and interpreted under the laws of the State of Pennsylvania without application of its conflict of laws principles.
- 8.3 Waiver. The failure of any party to enforce or exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise it. The waiver by either party of the breach of any provision of this Agreement shall not constitute a waiver of the breach of any other provision, or of the subsequent breach of the same provision.
- 8.4 Severability. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall in no way affect the remaining terms or rights.
- 8.5 Force Majeure. No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting one party, that party shall notify the other party and use all commercially reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.
- 8.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their heirs, successors, and assigns.
- 8.7 Amendment. This Agreement may not be amended, waived, terminated, or superseded except by a written instrument signed by duly authorized representative of both parties.
- 8.8 Authority. The parties hereby warrant and represent that their respective signatures set forth below have been, and are on the Effective Date, duly authorized by all necessary and appropriate statutory and/or corporate action to execute this Agreement.
- 8.9 Notices. Notices under this Agreement shall be deemed given when sent by overnight courier or registered mail to the parties at the addresses specified below or such new address as they shall communicate to each other in writing from time to time.

Appendix A

Services Agreement for Wizzard's Voice2TXT Service

This Appendix defines the specifics of the voice audio to text services to be provided by Wizzard as well as payment terms and primary contacts for both parties.

1. Parameters of Service

Client's Requested Turn-Around Time:	_____	hours
Client monthly subscription fee	_____	(six months due in advance)
Minimum Amount of audio per month:	_____	minutes per month
Maximum Amount of audio per month:	_____	minutes per month
Rate per audio minute:	_____	(in addition to Client monthly subscription fee)

a) Scope

Wizzard shall process Client's US English recorded voice audio Input Data through Wizzard's Voice2TXT basic audio to text conversion tool and return Output Data files to Client. The accuracy of the conversion will be highly dependent on the quality of the Input Data and is expected to be at an accuracy level that is suitable for a variety of purposes, including but not limited to "data mining" "prioritization processing", and "quick scan jst analysis". Wizzard will make best reasonable effort to accommodate Client's preferences for a user interface to the service.

b) Input Data

The Input Data will be provided to Wizzard in one of the following formats (select one):

Audio formats:

- WAVE PCM (*.wav)
- MPEG (*.mp3)
- WMA (*.wma)
- AAC (*.aac)

Video formats:

- MPEG (*.mp4, *.mov, *.m4a, *.m4b, *.m4v)
- AVI (*.avi)
- WMV (*.wmv)
- FLASH (*.flv)
- REAL (*.ra, *.rv)

c) Output Data

The Output Data will be provided to Client in one of the following formats (select one):

- Raw text (words separated by space, sentences separated by<PAUSE> and new line). Example:

**HELLO FRIEND <PAUSE>
HOW ARE YOU**

- Normalized text (words are case-formatted and separated by space,

sentences separated by space). Example:

Hello friend. How are you

☐ Time-word table (words have associated time stamps, words separated by new line). Example:

000000.72 HELLO
000001.21 FRIEND
000001.72 <PAUSE>
000002.15 HOW
000002.31 ARE
000002.69 YOU

d) Turn-Around Time

Wizzard will make every effort to meet or beat the Turn-Around Time criteria specified above for 90% or more of the Input Data files.

2. Payment Requirements

- a) A signed Agreement and prepaid monthly subscription payment must be received by Wizzard before processing services can commence. At the end of each month, Wizzard will bill Client for the amount of audio processed during the previous month. This invoice will be sent to Client within 10 days of the end of the month by e-mail and payment will be due within 15 days of receipt.
- b) Credit cards, bank transfers, checks and money orders are accepted. All payments are non-refundable.
- c) Client will pay applicable sales taxes if Client's address is in Pennsylvania or Florida.
- d) Client will submit payments to:

Wizzard Software Corporation
5001 Baum Blvd., Suite 770
Pittsburgh, PA 15213
USA
Fax: +1 412-621-2625

3. Other Terms and Conditions

- a) Client will notify Wizzard of any significant changes in the amount of Input Data or peak conditions which might affect Wizzard's ability to meet the Turn-Around Time criteria at least fifteen (15) days prior to such change.
- b) If Wizzard does not meet the Turn-Around Time criteria for more than 10% of the Input Data files during a given quarter, then the Rate may be adjusted based on the actual Turn-Around Time.
- c) If Client does not use the Minimum Amount of time during a month, the Minimum Amount will still be payable for that month. Payments are non-refundable and do not carry forward.

4. Contract Coordinators
