

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): September 30, 2019

NUANCE COMMUNICATIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of incorporation)

000-27038
(Commission
File No.)

94-3156479
(IRS employer
Identification No.)

1 Wayside Road
Burlington, Massachusetts
(Address of principal executive offices)

01803
(Zip Code)

(781) 565-5000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.001 par value	NUAN	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.**Spin-Off and Related Agreements**

On October 1, 2019 (the “Distribution Date”), Nuance Communications, Inc. (“Nuance” and, together with its consolidated subsidiaries, “we,” “us,” “our,” or the “Company”) completed the previously announced complete legal and structural separation and distribution to its stockholders of all of the outstanding shares of Cerence Inc. (“Cerence”), in a tax free spin-off (the “Spin-Off”). The distribution was made in the amount of one share of Cerence common stock for every eight shares of Nuance common stock (the “Distribution”) owned by Nuance’s stockholders of record as of 5:00 p.m. Eastern Time on September 17, 2019 (the “Record Date”), of the Distribution.

Following the previously announced sale transaction to third party non-affiliate purchasers of approximately 1.8% of the shares of Cerence common stock, Nuance distributed all of the remaining 35,740,709 shares of Cerence common stock held by Nuance in the Distribution on the Distribution Date. As a result of the Distribution, Cerence is now an independent public company trading under the symbol “CRNC” on the NASDAQ Global Select Market. The Spin-Off was made without the payment of any consideration or the exchange of any shares by Nuance’s stockholders.

On September 30, 2019, in connection with the Spin-Off, the Company entered into several agreements with Cerence that set forth the principal actions taken or to be taken in connection with the Spin-Off and that govern the relationship of the parties following the Spin-Off, including the following:

- a Separation and Distribution Agreement;
- a Tax Matters Agreement;
- a Transition Services Agreement;
- an Employee Matters Agreement;
- an Intellectual Property Agreement; and
- a Transitional Trademark License Agreement.

The descriptions included below of the Separation and Distribution Agreement, Tax Matters Agreement, Transition Services Agreement, Employee Matters Agreement, Intellectual Property Agreement and Transitional Trademark License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such Separation and Distribution Agreement, Tax Matters Agreement, Transition Services Agreement, Employee Matters Agreement, Intellectual Property Agreement and Transitional Trademark License Agreement, respectively, which are attached as Exhibits 2.1, 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Separation and Distribution Agreement

We entered into a Separation and Distribution Agreement with Cerence in advance of the Distribution. The Separation and Distribution Agreement sets forth our agreements with Cerence regarding the principal actions to be taken in connection with the Spin-Off. It also sets forth other agreements that govern aspects of our relationship with Cerence following the Spin-Off.

Transfer of Assets and Assumption of Liabilities

The Separation and Distribution Agreement identifies certain transfers of assets and assumptions of liabilities that were necessary in advance of the Spin-Off so that we and Cerence retain the assets of, and the liabilities associated with, our respective businesses. The Separation and Distribution Agreement generally provides that the assets comprising Cerence’s business consist of those primarily related to Cerence’s current business and operations (except for intellectual property assets, which are allocated to provide Cerence with intellectual property rights with respect to technologies exclusively used by our former automotive business, and those intellectual property rights for which the development, enhancement and maintenance has historically been conducted by our former automotive business). The liabilities Cerence assumed in connection with the Spin-Off generally consist of those related to the past and future operations of Cerence’s business, including Cerence’s locations used in Cerence’s current operations. The Separation and Distribution Agreement also provides for the settlement or extinguishment of certain liabilities and other obligations between us and Cerence.

Reorganization Transactions

The Separation and Distribution Agreement describes certain actions related to the Spin-Off that occurred prior to the Distribution. As part of the internal restructuring actions taken by us and Cerence, the following transactions occurred: (i) pursuant to a series of internal transfers to certain foreign subsidiaries that are now held under a Netherlands holding company, the non-U.S. assets and operations relating to Cerence's business were separated from our other non-U.S. assets and operations, and the Netherlands holding company was in turn distributed to us in an internal spin-off, (ii) the U.S. assets and operations of Cerence's business was contributed to a new U.S. holding company, (iii) employees relating to Cerence's business that were previously employed by our subsidiaries that did not become subsidiaries of Cerence became employees of the appropriate Cerence subsidiaries, (iv) both of the new holding companies were contributed to Cerence, and (v) on the Distribution Date prior to the Distribution, Cerence incurred indebtedness and distributed the proceeds to us.

Intercompany Arrangements

All agreements, arrangements, commitments and understandings, including most intercompany accounts payable or accounts receivable, between Cerence, on the one hand, and us, on the other hand, terminated and/or were repaid effective as of the Distribution Date or shortly thereafter, except specified agreements and arrangements that are intended to survive the Distribution.

Credit Support

Cerence agreed to use reasonable best efforts to arrange, prior to the Distribution, for the replacement of all guarantees, covenants, indemnities, surety bonds, letters of credit or similar assurances of credit support, other than certain specified credit support instruments, currently provided by or through us or any of our subsidiaries for the benefit of Cerence or any of Cerence's subsidiaries.

Representations and Warranties

In general, neither we nor Cerence made any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with these transfers or assumptions, the value or freedom from any lien or other security interest of any assets transferred, the absence of any defenses relating to any claim of either party or the legal sufficiency of any conveyance documents. Except as expressly set forth in the Separation and Distribution Agreement, all assets have been transferred on an "as-is," "where-is" basis.

Further Assurances

The parties will use reasonable best efforts to effect any transfers contemplated by the Separation and Distribution Agreement that have not been consummated prior to the Distribution as promptly as practicable following the Distribution Date. In addition, the parties will use reasonable best efforts to effect any transfer or re-transfer of any asset or liability that was improperly transferred or retained as promptly as practicable following the Distribution.

The Distribution

The Separation and Distribution Agreement governs Cerence's and our respective rights and obligations regarding the proposed Distribution. Prior to the Distribution, we delivered all of the issued and outstanding shares of Cerence common stock held by us to the distribution agent. Following the Distribution Date, the distribution agent will electronically deliver all of the shares of Cerence common stock previously held by us to our stockholders based on the distribution ratio. Our board of directors, in its sole and absolute discretion, determined the Record Date, the Distribution Date and the terms of the Spin-Off. In addition, we could have, at any time until the Distribution, decided to abandon the Distribution or modify or change the terms of the Distribution.

Conditions

The Separation and Distribution Agreement also provided that several conditions must be satisfied or, to the extent permitted by law, waived by us, in our sole and absolute discretion, before the Distribution could occur.

Exchange of Information

We and Cerence agreed to provide each other with information reasonably necessary to comply with reporting, disclosure, filing or other requirements of any national securities exchange or governmental authority, for use in judicial, regulatory, administrative and other proceedings and to satisfy audit, accounting, litigation and other similar requests. We and Cerence also agreed to use reasonable best efforts to retain such information in accordance with our respective record retention policies as in effect on the date of the Separation and Distribution Agreement. Each party also agreed to use its reasonable best efforts to assist the other with its financial reporting and audit obligations.

Termination

Our board of directors, in its sole and absolute discretion, could have terminated the Separation and Distribution Agreement at any time prior to the Distribution.

Release of Claims

We and Cerence each agreed to release the other and its affiliates, successors and assigns, and all persons that prior to the Distribution have been the other's stockholders, directors, officers, members, agents and employees, and their respective heirs, executors, administrators, successors and assigns, from any claims against any of them that arise out of or relate to events, circumstances or actions occurring or failing to occur or any conditions existing at or prior to the time of the Distribution. These releases are subject to exceptions set forth in the Separation and Distribution Agreement.

Indemnification

We and Cerence will each agree to indemnify the other and each of the other's current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of them, against certain liabilities incurred in connection with the Spin-Off and our and Cerence's respective businesses. The amount of either Cerence's or our indemnification obligations will be reduced by any insurance proceeds the party being indemnified receives. The Separation and Distribution Agreement also specifies procedures regarding claims subject to indemnification.

Tax Matters Agreement

We entered into a Tax Matters Agreement with Cerence that governs the respective rights, responsibilities and obligations of us and Cerence after the Distribution with respect to all tax matters (including tax liabilities, tax attributes, tax returns and tax contests).

The Tax Matters Agreement generally provides that Cerence is responsible and will indemnify us for all taxes, including income taxes, sales taxes, VAT and payroll taxes, relating to Cerence's business for all periods following the Distribution; and we are responsible and will indemnify Cerence for all taxes relating to Cerence's business for all periods preceding the Distribution. In addition, the Tax Matters Agreement addresses the allocation of liability for taxes that were incurred as a result of restructuring activities undertaken to effectuate the Spin-Off. We have the right to control any audit or contest relating to any taxes with respect to all periods prior to the Distribution, but Cerence has the right to review and comment on our conduct of any such audit or contest, to the extent that Cerence could be liable for taxes under the Tax Matters Agreement as a result of such audit or contest.

In addition, the Tax Matters Agreement provides that Cerence is required to indemnify us for any taxes (and reasonable expenses) resulting from the failure of the Spin-Off and related internal transactions to qualify for their intended tax treatment under U.S. federal, state and local income tax law, as well as foreign tax law, where such taxes result from (a) breaches of covenants and representations Cerence made and agreed to in connection with the Spin-Off, (b) the application of certain provisions of U.S. federal income tax law to these transactions or (c) any other action or omission (other than actions expressly required or permitted by the Separation and Distribution Agreement, the Tax Matters Agreement or other ancillary agreements) Cerence takes after the Distribution that gives rise to these taxes. We have the exclusive right to control the conduct of any audit or contest relating to these taxes, but Cerence has the right to review and comment on our conduct of any such audit or contest, to the extent that Cerence could be liable for taxes under the Tax Matters Agreement as a result of such audit or contest.

The Tax Matters Agreement imposes certain restrictions on Cerence and Cerence's subsidiaries (including restrictions on share issuances, redemptions or repurchases, business combinations, sales of assets and similar transactions) that are designed to address compliance with Section 355 and related provisions of the Code and are intended to preserve the tax-free nature of the Spin-Off. Under the Tax Matters Agreement, these restrictions apply for two years following the Distribution, unless Cerence or we obtain a private letter ruling from the IRS or an opinion of counsel, in each case acceptable to us in our reasonable discretion, that the restricted action would not impact the non-recognition treatment of the Spin-Off, or unless we otherwise give our consent for Cerence to take a restricted action. Even if Cerence does obtain such a private letter ruling or opinion, or we do otherwise consent to Cerence taking an otherwise restricted action, Cerence will remain liable to indemnify us in the event such restricted action gives rise to an otherwise indemnifiable liability. These restrictions may limit Cerence's ability to pursue strategic transactions or engage in new businesses or other transactions that may maximize the value of Cerence's business, and might discourage or delay a strategic transaction that Cerence's stockholders may consider favorable.

Transition Services Agreement

We entered into a Transition Services Agreement pursuant to which we will provide Cerence, and Cerence will provide us, with certain specified services for a limited time to help ensure an orderly transition following the Distribution. For a limited time after the Spin-Off, Cerence may request that additional services in the same functional categories as the specified services be provided by us to Cerence so long as such additional services were provided historically by us to Cerence's business. The services are generally intended to be provided for a period no longer than twelve months following the Distribution, with a possibility to extend the term of each service up to an additional twelve months. Each party may terminate the agreement in its entirety in the event of a material breach of the agreement by the other party that is not cured within a specified time period. Each recipient party may also terminate the services on an individual basis upon prior written notice to the party providing the service.

The service recipient is required to pay to the service provider a fee equal to the cost of service specified for each service, which is billed on a monthly basis.

Cerence agreed to indemnify and hold us harmless from any damages to the extent arising out of our provision of the services unless such damages are the result of our gross negligence, willful misconduct, breach of the agreement or violation of law in providing services. Additionally, our liability is generally subject to a cap in the amount of fees actually received by us from Cerence in connection with the provision of the services. Cerence also generally indemnifies us for all liabilities to the extent arising out of our provision of the services unless such liabilities are the result of our gross negligence, willful misconduct, breach of the agreement or violation of law in providing services, in which case, we indemnify Cerence for such liabilities. These indemnification and liability terms are customary for agreements of this type.

Given the short-term nature of the Transition Services Agreement, Cerence is in the process of increasing its internal capabilities to eliminate reliance on us for the transition services we will provide Cerence as quickly as possible following the Spin-Off.

Employee Matters Agreement

We entered into an Employee Matters Agreement with Cerence that addresses employment and employee compensation and benefits matters. The Employee Matters Agreement addresses the allocation and treatment of assets and liabilities relating to employees and compensation and benefit plans and programs in which Cerence employees participated prior to the Spin-Off. Except as specifically provided in the Employee Matters Agreement, Cerence is generally responsible for all employment and employee compensation and benefits-related liabilities relating to Cerence's employees, former employees and other service providers. In particular, Cerence assumed certain assets and liabilities with respect to Cerence's current and former employees under certain of our U.S. and non-U.S. defined benefit pension plans (with assets and liabilities allocated based on formulas specified in the Employee Matters Agreement for each pension plan). Generally, except as may be provided in the Transition Services Agreement, each of Cerence's employees ceased active participation in our compensation and benefit plans as of the Spin-Off. The Employee Matters Agreement also provides that Cerence establish certain compensation and benefit plans for the benefit of Cerence's employees following the Spin-Off, including a 401(k) savings plan, which accepts direct rollovers of account balances from the Nuance 401(k) savings plan for any of Cerence's employees who elect to do so. Generally, following the Spin-Off, Cerence assumed and is responsible for any annual bonus payments, including with respect to the year in which the Spin-Off occurs, and any other cash-based incentive or retention awards to Cerence's current and former employees. Nuance long-term incentive compensation awards, including stock options and restricted stock units, held by Cerence employees are treated as described in "Executive and Director Compensation—Equity Plan" in Amendment No. 1 to Cerence's Registration Statement on Form 10 (File No. 001-39030), filed with the Securities and Exchange Commission (the "SEC") on September 4, 2019 (the "Form 10"). The Employee Matters Agreement incorporates the indemnification provisions contained in the Separation and Distribution Agreement and described above. In addition, the Employee Matters Agreement provides that Cerence indemnify us for certain employee-related liabilities associated with the Transition Services Agreement.

Intellectual Property Agreement

We entered into an Intellectual Property Agreement with Cerence, pursuant to which Cerence granted to us, and we granted to Cerence, perpetual, non-exclusive, royalty-free licenses to certain patents and technology, as well as certain other intellectual property that have historically been shared between Cerence and us. The intellectual property licensed to Cerence under the Intellectual Property Agreement includes patents, software and technologies that have generally been more significant to our business, but are used in Cerence's business following the Spin-Off, and are technologies in the general areas of automatic speech recognition and natural language understanding.

The patent and technology licenses are generally limited to the respective licensee's defined field of use, and after the fifth anniversary of the Spin-Off, the technology licenses will extend to all fields. The field of use for intellectual property licensed from Nuance to Cerence is generally for the automotive industry and certain ancillary fields, including (i) providing customer service and call center solutions to vehicle manufacturers and transportation service providers and (ii) providing certain internet of things devices for the greater China market (excluding the healthcare and enterprise solutions markets). The field of use for intellectual property licensed from Cerence to Nuance is generally for industries other than the automotive industry. The Intellectual Property Agreement also provides arrangements for each of Cerence and us to utilize certain data used by both Cerence and us. In addition, Cerence agreed not to challenge our rights in its existing intellectual property rights or act to impair such intellectual property rights, and we agreed not to challenge Cerence's rights in its existing intellectual property rights or act to impair such intellectual property rights. The non-exclusive license to Cerence will generally be transferable with any sale or transfer of an entity or line of business of Cerence that utilizes our intellectual property, and the license to us will generally be transferable with any sale or transfer of an entity or line of business of ours that utilizes Cerence's intellectual property.

The Intellectual Property Agreement also contains certain provisions relating to the recordation of the transfers of intellectual property rights set forth in the Separation and Distribution Agreement.

Transitional Trademark License Agreement

We entered into a Transitional Trademark License Agreement with Cerence, pursuant to which we granted Cerence a non-exclusive, royalty free license to continue using certain of our trademarks, trade names and service marks with respect to the "Nuance" and "Dragon" brands in connection with the sale, marketing and other commercialization of Cerence's products and services. The term of the licenses generally do not exceed six months. The Transitional Trademark License Agreement also provides that Cerence use commercially reasonable efforts to cease using the licensed trademarks as soon as reasonably practicable. The license to Cerence is generally transferable with any sale or transfer of an entity or line of business of Cerence's that utilizes our trademarks.

Item 8.01 Other Events.

On October 1, 2019, Nuance issued a press release announcing the completion of the Spin-Off of Cerence. The full text of Nuance's press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

On October 1, 2019, Nuance completed the previously announced redemption of all of the \$300.0 million aggregate principal amount of its outstanding 6.000% Senior Notes on October 1, 2019 (the "Redemption Date") at a redemption price equal to 104.500% of the principal amount of the 6.000% Senior Notes, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

Additionally, on October 1, 2019, prior to the consummation of the Spin-Off, Cerence entered into senior secured credit facilities (the "Senior Facilities"), which consisted of a \$270.0 million aggregate principal amount senior secured term loan, of which approximately \$153 million of the net proceeds were transferred to Nuance, and a \$75.0 million senior secured revolving credit facility, of which nothing was drawn at the time of the Spin-Off. As a result of the Spin-Off, Nuance and its subsidiaries do not have any obligations under the Senior Facilities.

Nuance intends to file the information required by Item 2.01 as a result of the Distribution and the required pro forma financial information in a separate Current Report on Form 8-K within four business days of the Distribution.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Separation and Distribution Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Inc.</u>
10.1	<u>Tax Matters Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Inc.</u>

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- 10.2 [Transition Services Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Operating Company.](#)
 - 10.3 [Employee Matters Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Inc.](#)
 - 10.4 [Intellectual Property Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Inc.](#)
 - 10.5 [Transitional Trademark License Agreement, dated as of September 30, 2019, between Nuance Communications, Inc. and Cerence Inc.](#)
 - 99.1 [Press Release dated October 1, 2019, issued by the Company.](#)
 - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

NUANCE COMMUNICATIONS, INC.

By: /s/ Daniel D. Tempesta

Daniel D. Tempesta

Executive Vice President and Chief Financial Officer

Date: October 1, 2019

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

Nuance Communications, Inc.

and

Cerence Inc.

Dated as of September 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	2
Section 1.01 Definitions	2
ARTICLE II THE SEPARATION	15
Section 2.01 Transfer of Assets and Assumption of Liabilities	15
Section 2.02 Certain Matters Governed Exclusively by Ancillary Agreements	18
Section 2.03 Termination of Agreements	19
Section 2.04 Real Estate Separation Documents	20
Section 2.05 Shared Contracts	21
Section 2.06 Disclaimer of Representations and Warranties	22
Section 2.07 Waiver of Bulk-Sale and Bulk-Transfer Laws	22
Section 2.08 Cash Adjustment	22
ARTICLE III CREDIT SUPPORT	23
Section 3.01 Replacement of Nuance Credit Support	23
Section 3.02 Replacement of SpinCo Credit Support	24
Section 3.03 Manner of Indemnification	25
ARTICLE IV ACTIONS PENDING THE DISTRIBUTION	25
Section 4.01 Actions Prior to the Distribution	25
Section 4.02 Conditions Precedent to Consummation of the Distribution	26
ARTICLE V THE DISTRIBUTION	27
Section 5.01 The Distribution	27
Section 5.02 Fractional Shares	28
Section 5.03 Sole Discretion of Nuance	28
ARTICLE VI MUTUAL RELEASES; INDEMNIFICATION	29
Section 6.01 Release of Pre-Distribution Claims	29
Section 6.02 Indemnification by SpinCo	31
Section 6.03 Indemnification by Nuance	31
Section 6.04 Indemnification Obligations Net of Insurance Proceeds and Third-Party Proceeds	31
Section 6.05 Procedures for Indemnification of Third-Party Claims	32
Section 6.06 Additional Matters	34
Section 6.07 Remedies Cumulative	34
Section 6.08 Covenant Not to Sue	34
Section 6.09 Survival of Indemnities	35
Section 6.10 Limitation on Liability	35
Section 6.11 Management of Existing Actions	35
ARTICLE VII ACCESS TO INFORMATION; PRIVILEGE; CONFIDENTIALITY	36
Section 7.01 Agreement for Exchange of Information; Archives	36
Section 7.02 Ownership of Information	37

Section 7.03	Compensation for Providing Information	37
Section 7.04	Record Retention	37
Section 7.05	Accounting Information	37
Section 7.06	Limitations of Liability	39
Section 7.07	Production of Witnesses; Records; Cooperation	39
Section 7.08	Privileged Matters	40
Section 7.09	Confidential Information	42
Section 7.10	Conflicts Waiver	43
ARTICLE VIII INSURANCE		44
Section 8.01	Maintenance of Insurance	44
Section 8.02	Claims Under Nuance Insurance Policies	45
Section 8.03	Claims Under SpinCo Insurance Policies	45
Section 8.04	Insurance Proceeds	46
Section 8.05	Claims Not Reimbursed	46
Section 8.06	D&O Policies	47
Section 8.07	Insurance Cooperation	47
ARTICLE IX FURTHER ASSURANCES AND ADDITIONAL COVENANTS		47
Section 9.01	Further Assurances	47
Section 9.02	Non-Solicit	48
ARTICLE X TERMINATION		50
Section 10.01	Termination	50
Section 10.02	Effect of Termination	50
ARTICLE XI MISCELLANEOUS		51
Section 11.01	Counterparts; Entire Agreement; Corporate Power	51
Section 11.02	Dispute Resolution	51
Section 11.03	Governing Law; Jurisdiction	52
Section 11.04	Waiver of Jury Trial	52
Section 11.05	Court-Ordered Interim Relief	52
Section 11.06	Specific Performance	53
Section 11.07	Assignability	53
Section 11.08	Third-Party Beneficiaries	53
Section 11.09	Notices	53
Section 11.10	Severability	55
Section 11.11	Publicity	55
Section 11.12	Expenses	55
Section 11.13	Headings	56
Section 11.14	Survival of Covenants	56
Section 11.15	Waivers of Default	56
Section 11.16	Amendments	56
Section 11.17	Interpretation	56

Schedules:

Schedule I	- Separation Step Plan
Schedule II	- Nuance Retained Assets
Schedule III	- Nuance Retained Liabilities
Schedule IV	- SpinCo Equity Interests
Schedule V	- SpinCo Assets
Schedule VI	- SpinCo Liabilities
Schedule VII	- SpinCo Real Property
Schedule VIII	- Shared Contracts
Schedule IX	- SpinCo Accounts
Schedule X	- Nuance Accounts
Schedule XI	- Cash Adjustment
Schedule XII	- Real Estate Separation Documents
Schedule XIII	- Surviving Intercompany Agreements and Intercompany Accounts
Schedule XIV	- Surviving Nuance Credit Support Instruments
Schedule XV	- Surviving SpinCo Credit Support Instruments
Schedule XVI	- Mixed Actions
Schedule XVII	- SpinCo-Managed Actions
Schedule XVIII	- Nuance-Managed Actions
Schedule XIX	- Jointly Managed Actions
Schedule XX	- Treatment of Expected Surviving Guarantees
Schedule XXI	- Forgiven Intercompany Balances
Schedule XXII	- Local Transfer Agreements
Schedule XXIII	- Insurance Proceeds
Schedule XXIV	- Expenses

SEPARATION AND DISTRIBUTION AGREEMENT, dated as of September 30, 2019, by and between Nuance Communications, Inc., a Delaware corporation (“Nuance”), and Cerence Inc., a Delaware corporation (“SpinCo”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

RECITALS

WHEREAS, the board of directors of Nuance has determined that it is in the best interests of Nuance and its stockholders to create a new publicly traded company that will operate the SpinCo Business (as defined below);

WHEREAS, in furtherance of the foregoing, the board of directors of Nuance has determined that it is appropriate and desirable to effect the Separation Transactions (as defined below);

WHEREAS, pursuant to the Separation Step Plan (as defined below) and the terms of this Agreement (as defined below), among other things (i) Nuance will contribute, convey, sell and otherwise transfer (and cause its Subsidiaries to contribute, convey, sell and otherwise transfer) the SpinCo Assets (as defined below) to SpinCo and the other members of the SpinCo Group (as defined below) in exchange for (a) the assumption by one or more members of the SpinCo Group of the SpinCo Liabilities (as defined below) and (b) the issuance by SpinCo to Nuance of SpinCo Common Stock (as defined below) (the “Contribution”) and (ii) Nuance will make the Distribution (as defined below);

WHEREAS, SpinCo has been incorporated solely for these purposes and has not engaged in activities except in preparation for the Spin-Off (as defined below);

WHEREAS, Nuance and SpinCo have prepared, and SpinCo has filed with the Commission (as defined below), the Form 10 (as defined below), which includes the Information Statement (as defined below) and sets forth appropriate disclosure concerning SpinCo and the Distribution;

WHEREAS, Nuance and SpinCo intend (i) that the Separation Transactions qualify for the applicable intended tax treatment set forth in the Tax Opinions/Rulings (as defined below) (or if not so described in the Tax Opinions/Rulings, in the Separation Step Plan (as defined below)), (ii) that the Spin-Off qualify for Tax-Free Status (as defined below) and (iii) for this Agreement to constitute a plan of reorganization within the meaning of Sections 1.368-1(c) and 1.368-2(g) of the Treasury Regulations (as defined below) with respect to the applicable steps referred to in clause (i) and the Spin-Off referred to in clause (ii); and

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Spin-Off and certain other agreements that will govern certain matters relating to the Spin-Off and the relationship of Nuance, SpinCo and their respective Subsidiaries following the Distribution.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties (as defined below), intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Action” means any claim, complaint, petition, hearing, charge, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

“Adversarial Action” means (i) an Action by a member of the Nuance Group, on the one hand, against a member of the SpinCo Group, on the other hand, or (ii) an Action by a member of the SpinCo Group, on the one hand, against a member of the Nuance Group, on the other hand.

“Affiliate” of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by Contract or otherwise; provided, however, that (i) SpinCo and the other members of the SpinCo Group shall not be considered Affiliates of Nuance or any of the other members of the Nuance Group and (ii) Nuance and the other members of the Nuance Group shall not be considered Affiliates of SpinCo or any of the other members of the SpinCo Group.

“Agent” means the distribution agent appointed by Nuance to distribute to the Record Holders, pursuant to the Distribution, the shares of SpinCo Common Stock held by Nuance.

“Agreement” means this Separation and Distribution Agreement, including the Schedules hereto.

“Ancillary Agreements” means the TMA, the EMA, the IPA, the Trademark License Agreement and the TSA and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement.

“Assets” means all assets, properties and rights of every kind and nature (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible or intangible, or accrued or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

(a) all accounting and other books, records and files, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape, electronic recording or any other form;

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- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, furniture, office and other equipment, including hardware systems, circuits and other computer and telecommunication assets and equipment, automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;
- (d) all interests in real property of whatever nature, including buildings, land, structures, improvements and fixtures thereon, and all easements and rights-of-way appurtenant thereto, and all leasehold interests, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (e) all interests in any capital stock or other equity interests of any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all other investments in securities of any Person; and all rights as a partner, joint venturer or participant;
- (f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other Contracts and all rights arising thereunder;
- (g) all deposits, letters of credit, performance bonds and other surety bonds;
- (h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;
- (i) all Intellectual Property Rights, and attorney opinions or reports related thereto concerning freedom-to-practice, technology due diligence and technology landscapes (whether held internally or by external counsel);
- (j) all Contracts pursuant to which any license, option or similar right relating to Intellectual Property Rights has been granted or the use of Intellectual Property Rights is materially restricted (excluding, for the avoidance of doubt, contracts terminated pursuant to the terms of this Agreement or any Ancillary Agreement);
- (k) all websites, databases, content, text, graphics, images, audio, video, data and other copyrightable works or other works of authorship including all translations, adaptations, derivations and combinations thereof, in each case to the extent not included in clause (i) of this definition;
- (l) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, subscriber, customer and vendor data, correspondence and lists, product literature and other advertising and promotional materials, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and

specifications, server and traffic logs, quality records and reports and other books, records, studies, surveys, reports, plans, business records and documents, in each case to the extent not included in clause (i) of this definition;

(m) all prepaid expenses, trade accounts and other accounts and notes receivable (whether current or non-current);

(n) all claims or rights against any Person arising from the ownership of any other Asset, all rights in connection with any bids or offers, all Actions, judgments or similar rights, all rights under express or implied warranties, all rights of recovery and all rights of setoff of any kind and demands of any nature, in each case whether accrued or contingent, whether in tort, contract or otherwise and whether arising by way of counterclaim or otherwise;

(o) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(p) all licenses (including radio and similar licenses), permits, consents, approvals and authorizations that have been issued by any Governmental Authority and all pending applications therefor;

(q) cash, bank accounts, lockboxes and other deposit arrangements;

(r) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements; and

(s) all goodwill as a going concern and other intangible properties.

“Cash” means cash, cash equivalents, bank deposits and marketable securities, whether denominated in United States dollars or otherwise.

“Cash Management Arrangements” means all cash management arrangements pursuant to which Nuance or its Subsidiaries automatically or manually sweep cash from, or automatically or manually transfer cash to, accounts of SpinCo or any member of the SpinCo Group.

“Commission” means the Securities and Exchange Commission.

“Consents” means any consents, waivers, authorizations, ratifications, permissions, exemptions or approvals from, or notification requirements to, any Person other than a member of either Group.

“Contract” means any oral or written contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, commitment, undertaking, promise, lease, sublease, license or sublicense or joint venture.

“Contribution” has the meaning set forth in the recitals.

“Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“D&O Policies” has the meaning set forth in Section 8.06.

“Dispute” has the meaning set forth in Section 11.02.

“Distribution” means the distribution by Nuance to the Record Holders, on a *pro rata* basis, of all of the outstanding shares of SpinCo Common Stock held by Nuance.

“Distribution Date” means the date, determined by Nuance in accordance with Section 5.03, on which the Distribution occurs.

“EMA” means the Employee Matters Agreement dated as of the date of this Agreement by and between Nuance and SpinCo.

“Exchange” means the NASDAQ Global Select Market.

“Exchange Act” means the Securities Exchange Act of 1934, together with the rules and regulations promulgated thereunder.

“Expected Surviving Guarantees” has the meaning set forth on Schedule XX.

“Final Determination” has the meaning set forth in the TMA.

“First Post-Distribution Report” has the meaning set forth in Section 11.11.

“Form 10” means the registration statement on Form 10 filed by SpinCo with the Commission to effect the registration of SpinCo Common Stock pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

“Former Business” means any terminated, divested or discontinued businesses, operations or properties of either the Nuance Group, the SpinCo Group, any of their respective members or any of their respective predecessors, in each case, prior to the Distribution.

“Governmental Approvals” means any notices, reports or other filings to be given to or made with, or any Consents, registrations or permits to be obtained from, any Governmental Authority.

“Governmental Authority” means any federal, state, local, foreign, international or multinational court, government, quasi-government, department, commission, board, bureau, agency, official or other legislative, judicial, tribunal, commission, regulatory, administrative or governmental authority.

“Group” means either the Nuance Group or the SpinCo Group, or both, as the context requires.

“Hazardous Materials” means (i) any natural or artificial substance (whether solid, liquid, gas or other form of matter) that could cause harm to human health or the environment, including petroleum, petroleum products and byproducts, asbestos-containing materials,

perfluoroalkyl substances, urea formaldehyde foam insulation, carcinogens, endocrine disrupters, lead-based paint, electronic, polychlorinated biphenyls, radon gas, radioactive substances, greenhouse gases and ozone-depleting substances and (ii) any other chemical, material, substance or waste that could result in Liability under, or that is prohibited, limited or regulated by or pursuant to, any HSE Law.

“HSE Law” means any Law or Governmental Approvals, or any standard used by a Governmental Authority pursuant to any Law or Governmental Approvals, relating to (i) pollution, or protection of the environment, natural resources or human health and safety, (ii) the transportation, treatment, storage or Release of, or exposure to, hazardous or toxic materials or (iii) the registration, manufacturing, sale, labeling or distribution of hazardous or toxic materials or products containing such materials.

“HSE Liabilities” means all Liabilities relating to Hazardous Materials or relating to, arising out of or resulting from any applicable HSE Law or Governmental Approvals required or issued thereunder (including in either case any such Liability for corrective actions, removal, remediation or cleanup costs, investigation, monitoring or sampling obligations or costs, response costs, financial assurance obligations or costs, natural resources damages, medical and other costs related to personal injuries, property damage, costs, fines, penalties or other sanctions).

“Indemnifying Party” has the meaning set forth in Section 6.04(a).

“Indemnitee” has the meaning set forth in Section 6.04(a).

“Indemnity Payment” has the meaning set forth in Section 6.04(a).

“Information” means information, whether or not patentable, copyrightable or protectable as a trade secret, in written, oral, electronic or other tangible or intangible forms, stored in any medium now known or yet to be created, including studies, reports, records, books, Contracts, instruments, surveys, analyses, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications (including those by or to attorneys (whether or not subject to the attorney-client privilege)), memos and other materials (including those prepared by attorneys or under their direction (whether or not constituting attorney work product)) and other technical, financial, employee or business information or data, documents, correspondence, materials and files, in each case excluding any Intellectual Property Rights therein.

“Information Statement” means the Information Statement sent to the holders of Nuance Common Stock in connection with the Distribution, as such Information Statement may be amended from time to time.

“Insurance Proceeds” means those monies:

- (a) received by an insured (or its successor-in-interest) from an insurance carrier;

(b) paid by an insurance carrier on behalf of the insured (or its successor-in-interest); or

(c) received (including by way of setoff) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability;

in any such case net of (x) any applicable premium adjustments (including reserves and retrospectively rated premium adjustments), (y) any costs or expenses incurred in the collection thereof and (z) any Taxes resulting from the receipt thereof.

“Intellectual Property Rights” has the meaning set forth in the IPA.

“Intercompany Accounts” has the meaning set forth in Section 2.03(a).

“Intercompany Agreements” has the meaning set forth in Section 2.03(a).

“Intercompany Leases” means the real property leases by and between (i) a member of the Nuance Group, as lessor, and a member of the SpinCo Group, as lessee, or (ii) a member of the SpinCo Group, as lessor, and a member of the Nuance Group, as lessee, in each case, as set forth on Schedule XII under the caption “Leases.”

“Intercompany Real Estate Licenses” means the real property licenses by and between a member of the Nuance Group and a member of the SpinCo Group as set forth on Schedule XII under the caption “Real Estate Licenses.”

“Intercompany Subleases” means the real property subleases (i) by and between a member of the Nuance Group, as sublessor, and a member of the SpinCo Group, as sublessee, and (ii) by and between a member of the SpinCo Group, as sublessor, and a member of the Nuance Group, as sublessee (if any), in each case as set forth on Schedule XII under the caption “Subleases.”

“IPA” means the Intellectual Property Agreement dated as of the date of this Agreement by and between Nuance and SpinCo.

“Joint Actions” has the meaning set forth in Section 6.11(c).

“Known Counsel” has the meaning set forth in Section 7.10.

“Law” means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect and, in each case, as amended.

“Lease Assignments” means the assignments of real property leases and subleases by and between a member of the Nuance Group, as assignor, and a member of the SpinCo Group, as assignee, in each case as set forth on Schedule XII under the caption “Lease Assignments.”

“Liabilities” means any and all claims, debts, demands, actions, causes of action, suits, damages, fines, penalties, obligations, prohibitions, accruals, accounts payable, reckonings, bonds, indemnities and similar obligations, agreements, promises, guarantees, make-whole agreements and similar obligations, and other liabilities and requirements, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action or any award of any arbitrator or mediator of any kind, and those arising under any Contract, including those arising under this Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person. For the avoidance of doubt, Liabilities shall include attorneys’ fees, the costs and expenses of all assessments, judgments, settlements and compromises, and any and all other costs and expenses whatsoever reasonably incurred in connection with anything contemplated by the preceding sentence (including costs and expenses incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions).

“Local Transfer Agreement” means any agreement set forth on Schedule XXII.

“Managing Party” has the meaning set forth in Section 6.11(e).

“Mixed Action” means (x) any Action identified on Schedule XVI or (y) any other Action in respect of which an Indemnifying Party may be obligated to provide indemnification pursuant to this Agreement that involves both Nuance Assets or Nuance Liabilities, on the one hand, and SpinCo Assets or SpinCo Liabilities, on the other hand.

“Nuance” has the meaning set forth in the preamble.

“Nuance Account” means any bank, brokerage or similar account owned by Nuance or any other member of the Nuance Group, including the Nuance Accounts listed or described on Schedule X.

“Nuance Assets” means (a) all Assets of the Nuance Group (other than Intellectual Property Rights), (b) the Nuance Retained Assets, (c) any Assets held by a member of the SpinCo Group that are determined by Nuance, in good faith, to be primarily related to or used primarily in connection with the business or operations of the Nuance Business (unless otherwise expressly provided in connection with this Agreement), (d) all interests in the capital stock of, or other equity interests in, the members of the Nuance Group (other than Nuance), (e) the rights related to the Nuance Portion of any Shared Contract and (f) the Nuance IP. Notwithstanding the foregoing, the Nuance Assets shall not include the SpinCo Assets.

“Nuance Business” means the businesses and operations as currently or formerly conducted by Nuance and its predecessors and its Subsidiaries other than the SpinCo Business.

“Nuance Common Stock” means the common stock, \$0.001 par value per share, of Nuance.

“Nuance Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“Nuance Disclosure Sections” means all information set forth in or omitted from the Form 10 or Information Statement to the extent relating to (a) the Nuance Group, (b) the Nuance Liabilities, (c) the Nuance Assets or (d) the substantive disclosure set forth in the Form 10 relating to Nuance’s board of directors’ consideration of the Spin-Off, including the section entitled “Reasons for the Spin-Off.”

“Nuance Group” means Nuance and each of its Subsidiaries, but excluding any member of the SpinCo Group.

“Nuance HSE Liabilities” means any HSE Liability, whether occurring or arising prior to, on or after the Distribution Date, to the extent (a) relating to, arising out of or resulting from (i) any compliance or non-compliance with any HSE Law in connection with the operation of the Nuance Business or any Nuance Asset, (ii) any Release of any Hazardous Material at, on, under, from or to any real property constituting a Nuance Asset, (iii) any Release, transportation, storage, disposal, treatment or recycling (or arrangement for such activities) of Hazardous Material in connection with the operation of the Nuance Business or (iv) any alleged personal or property exposure to Hazardous Materials (including those contained in any products currently or formerly manufactured, sold, distributed or marketed) in connection with clauses (i) through (iii) or the operation of the Nuance Business or any Nuance Asset or (b) otherwise relating to, arising out of or resulting from the Nuance Business or Nuance Asset.

“Nuance Indemnities” has the meaning set forth in Section 6.02.

“Nuance IP” has the meaning set forth in the IPA.

“Nuance Liabilities” means, without duplication, the following Liabilities:

(a) all Liabilities of the Nuance Group;

(b) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the Nuance Business as conducted at any time prior to the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority), which act or failure to act relates to the Nuance Business);

(ii) the operation or conduct of the Nuance Business or any other business conducted by Nuance or any other member of the Nuance Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority)); or

(iii) the Nuance Assets;

(c) the Nuance Retained Liabilities;

(d) all Nuance HSE Liabilities;

(e) any obligations related to the Nuance Portion of any Shared Contract;

(f) any Liabilities that are determined by Nuance, in good faith prior to the Distribution, to be primarily related to the business or operations of the Nuance Business (unless otherwise expressly provided in this Agreement); and

(g) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to the Nuance Disclosure Sections.

Notwithstanding the foregoing, the Nuance Liabilities shall not include the SpinCo Liabilities.

“Nuance Policy Pre-Separation Insurance Claim” means any (a) claim made against the SpinCo Group or Nuance Group and reported to the applicable insurer(s) prior to the Distribution Date in respect of an act or omission occurring prior to the Distribution Date that results in a Liability under a “claims-made-based” insurance policy of the Nuance Group in effect prior to the Distribution Date or any extended reporting period thereof or (b) Action (whether made prior to, on or following the Distribution Date) in respect of a Liability occurring prior to the Distribution Date under an “occurrence-based” insurance policy of any member of the Nuance Group in effect prior to the Distribution Date.

“Nuance Portion” has the meaning set forth in Section 2.05(a).

“Nuance Retained Assets” means the Assets to be retained by the Nuance Group set forth on Schedule II.

“Nuance Retained Liabilities” means the Liabilities to be retained by the Nuance Group set forth on Schedule III.

“Non-Managing Party” has the meaning set forth in Section 6.11(e).

“Occupant” means an individual transported (or to be transported) in a Vehicle, whether as operator (driver, pilot or other operator) or passenger, in the individual’s capacity as operator or passenger.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Person” means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity and any Governmental Authority.

“Real Estate Separation Documents” means the Intercompany Leases, the Intercompany Subleases, the Intercompany Real Estate Licenses and the Lease Assignments.

“Record Date” means the close of business on the date determined by the Nuance board of directors as the record date for determining the shares of Nuance Common Stock in respect of which shares of SpinCo Common Stock will be distributed pursuant to the Distribution.

“Record Holders” has the meaning set forth in Section 5.01(b).

“Release” means any actual or threatened release, spill, emission, discharge, flow, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration into or through the indoor or outdoor environment.

“Representation Letter” has the meaning set forth in the TMA.

“Representative” has the meaning set forth in Section 7.09(a).

“Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer or other encumbrance of any nature whatsoever.

“Separation Step Plan” means the global step plan setting forth the specific transactions undertaken in anticipation and furtherance of the Spin-Off, attached as Schedule I hereto, as subsequently adjusted or revised by the Parties (including to set forth the intended tax treatment of relevant transactions).

“Separation Transactions” means the Contribution, the Distribution and the other transactions contemplated by this Agreement and the Separation Step Plan.

“Shared Contract” means any Contract of any member of either Group with a third party that relates in any material respect to both the SpinCo Business and the Nuance Business, in each case that is set forth on Schedule VIII.

“Spin-Off” means the Contribution and the Distribution, taken together.

“SpinCo” has the meaning set forth in the preamble.

“SpinCo Account” means any bank, brokerage or similar account owned by SpinCo or any other member of the SpinCo Group, including the SpinCo Accounts listed or described on Schedule IX.

“SpinCo Assets” means, without duplication, the following Assets:

- (a) all Assets held by the SpinCo Group (other than Intellectual Property Rights);
- (b) all interests in the capital stock of, or other equity interests in, the members of the SpinCo Group (other than SpinCo) and all other equity, partnership, membership, joint

venture and similar interests set forth on Schedule IV under the caption “Joint Ventures and Minority Investments”;

(c) all Assets reflected on the SpinCo Business Balance Sheet, and all Assets acquired after the date of the SpinCo Business Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the SpinCo Business Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any dispositions of such Assets subsequent to the date of the SpinCo Business Balance Sheet;

(d) the Assets listed or described on Schedule V;

(e) the rights related to the SpinCo Portion of any Shared Contract;

(f) the SpinCo Real Property;

(g) the SpinCo IP;

(h) all other Assets that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be assigned to or retained by, or allocated to, any member of the SpinCo Group; and

(i) all Assets held by a member of the Nuance Group that are determined by Nuance, in good faith prior to the Distribution, to be primarily related to or used or held for use primarily in connection with the business or operations of the SpinCo Business (unless otherwise expressly provided in connection with this Agreement).

Notwithstanding the foregoing, the SpinCo Assets shall not include (i) any Nuance Retained Assets or (ii) any Assets that are determined by Nuance, in good faith prior to the Distribution, to arise primarily from the business or operations of the Nuance Business (unless otherwise expressly provided in this Agreement).

“SpinCo Business” means the business of providing to SpinCo Customers: (1) hardware, software solutions or connected services (or combinations thereof) in support of, in each case, conversational and cognitive artificial intelligence that facilitates interactions by Occupants with or through Vehicles or Vehicle Specific Equipment and sold by the SpinCo Group primarily for use in or with Vehicles or Vehicle Specific Equipment (collectively, the “SpinCo Technology”), and (2) related software solutions or connected services (or combinations thereof) marketed and sold by the SpinCo Group primarily for use with the SpinCo Technology, as conducted by Nuance and its Affiliates prior to the Distribution, including as described in the Information Statement; provided that the SpinCo Business shall not include any Former Business.

“SpinCo Business Balance Sheet” means the balance sheet of the SpinCo Business, including the notes thereto, as of June 30, 2019, included in the Information Statement.

“SpinCo Common Stock” means the common stock, \$0.01 par value per share, of SpinCo.

“SpinCo Credit Support Instruments” has the meaning set forth in Section 3.02(a).

“SpinCo Customers” means any Person whose primary business is the manufacture and sale of Vehicles, Vehicle Specific Equipment or Transportation Service Providers.

“SpinCo Entities” means the entities, the equity, partnership, membership, limited liability, joint venture or similar interests of which are set forth on Schedule IV under the caption “Joint Ventures and Minority Investments.”

“SpinCo Group” means (a) SpinCo, (b) each Person that will be a Subsidiary of SpinCo immediately prior to the Distribution, including the entities set forth on Schedule IV under the caption “Subsidiaries” and (c) each Person that becomes a Subsidiary of SpinCo after the Distribution, including in each case any Person that is merged or consolidated with or into SpinCo or any Subsidiary of SpinCo.

“SpinCo HSE Liabilities” means any HSE Liability, whether occurring or arising prior to, on or after the Distribution Date, (x) of the SpinCo Group or (y) to the extent (a) relating to, arising out of or resulting from (i) any compliance or non-compliance with any HSE Law in connection with the operation of the SpinCo Business or any SpinCo Real Property, (ii) any Release of any Hazardous Material at, on, under, from or to any SpinCo Real Properties, (iii) any Release, transportation, storage, disposal, treatment or recycling (or arrangement for such activities) of Hazardous Material in connection with the operation of the SpinCo Business or (iv) any exposure to Hazardous Materials with respect to clauses (i) through (iii) or otherwise in connection with the SpinCo Business or any SpinCo Asset or (b) otherwise relating to, arising out of or resulting from the SpinCo Business or any SpinCo Asset.

“SpinCo Indemnities” has the meaning set forth in Section 6.03.

“SpinCo IP” has the meaning set forth in the IPA.

“SpinCo Liabilities” means, without duplication, the following Liabilities:

(a) all Liabilities of the SpinCo Group and the SpinCo Entities;

(b) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the SpinCo Business as conducted at any time prior to the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority), which act or failure to act relates to the SpinCo Business);

(ii) the operation or conduct of the SpinCo Business or any other business conducted by SpinCo or any other member of the SpinCo Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority)); or

(iii) the SpinCo Assets;

(c) all Liabilities reflected as liabilities or obligations on the SpinCo Business Balance Sheet, and all Liabilities arising or assumed after the date of the SpinCo Business Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations

as of such date, would have been reflected on the SpinCo Business Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the SpinCo Business Balance Sheet;

(d) all SpinCo HSE Liabilities;

(e) the Liabilities listed or described on Schedule VI;

(f) the obligations related to the SpinCo Portion of any Shared Contract;

(g) all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by, or allocated to, any member of the SpinCo Group; and

(h) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in, or incorporated by reference into, the Form 10 and any other documents filed with the Commission in connection with the Spin-Off or as contemplated by this Agreement, other than with respect to the Nuance Disclosure Sections.

Notwithstanding the foregoing, the SpinCo Liabilities shall not include (i) any Nuance Retained Liabilities or (ii) any Liabilities that are determined by Nuance, in good faith prior to the Distribution, to be primarily related to the business or operations of the Nuance Business (unless otherwise expressly provided in this Agreement).

“SpinCo Policy Pre-Separation Insurance Claim” means any (a) claim made against the SpinCo Group or Nuance Group and reported to the applicable insurer(s) prior to the Distribution Date in respect of an act or omission occurring prior to the Distribution Date that results in a Liability under a “claims-made-based” insurance policy of the SpinCo Group in effect prior to the Distribution Date or any extended reporting period thereof or (b) Action (whether made prior to, on or following the Distribution Date) in respect of a Liability occurring prior to the Distribution Date under an “occurrence-based” insurance policy of any member of the SpinCo Group in effect prior to the Distribution Date.

“SpinCo Portion” has the meaning set forth in Section 2.05(a).

“SpinCo Real Property” means the real property and real property interests identified on Schedule VII, and any fixtures or appurtenances associated therewith.

“Subsidiary” of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

“Surviving Nuance Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“Surviving SpinCo Credit Support Instruments” has the meaning set forth in Section 3.02(a).

“Tax” or “Taxes” has the meaning set forth in the TMA.

“Tax-Free Status” has the meaning set forth in the TMA.

“Tax Opinions/Rulings” has the meaning set forth in the TMA.

“Third-Party Claim” means any written assertion by a Person (including any Governmental Authority) who is not a member of the Nuance Group or the SpinCo Group of any claim, or the commencement by any such Person, of any Action, against any member of the Nuance Group or the SpinCo Group.

“Third-Party Proceeds” has the meaning set forth in Section 6.04(a).

“TMA” means the Tax Matters Agreement dated as of the date of this Agreement by and between Nuance and SpinCo.

“Trademark License Agreement” means the Transitional Trademark License Agreement dated as of the date of this Agreement between Nuance and SpinCo.

“Transportation Service Provider” means any Person whose primary business is (i) the provision of transportation to or for occupants in Vehicles, (ii) the provision of hardware, software or connected services (or combinations thereof) to enable Occupants to access and use software or connected services for or within a Vehicle or (iii) the provision of Vehicles used for the transportation of Occupants.

“Treasury Regulations” has the meaning set forth in the TMA.

“TSA” means the Transition Services Agreement dated as of the date of this Agreement between Nuance and SpinCo.

“Vehicle” means automobiles, trucks (including semi-trucks), boats, water craft, motorcycles, aircraft and vehicles that run on tracks or air bearings (i.e., vactrains and hyperloops), together with any vehicles that are enhanced versions or natural evolutions of any of the foregoing.

“Vehicle Specific Equipment” means equipment marketed or sold primarily for use with, or embedded or installed in or on, a Vehicle, including smart mirrors, personal navigation devices and motorcycle helmets; provided, however, that Vehicle Specific Equipment excludes mobile phones, general purpose mobile devices and general purpose Internet-connected physical device, including Internet-connected speakers, thermostats, lightbulbs and refrigerators.

ARTICLE II

THE SEPARATION

Section 2.01 Transfer of Assets and Assumption of Liabilities.

(a) In accordance with the Separation Step Plan and to the extent not effected prior to the date of this Agreement, subject to Section 2.01(d), prior to the Distribution, the Parties shall, and shall cause their respective Group members to, execute such instruments of assignment or transfer and take such other corporate actions as are necessary to:

- (i) transfer and convey to one or more members of the SpinCo Group all of the right, title and interest of the Nuance Group in, to and under all SpinCo Assets not already owned by the SpinCo Group;
- (ii) transfer and convey to one or more members of the Nuance Group all of the right, title and interest of the SpinCo Group in, to and under all Nuance Assets not already owned by the Nuance Group;

(iii) cause one or more members of the SpinCo Group to assume all of the SpinCo Liabilities to the extent such Liabilities would otherwise remain obligations of any member of the Nuance Group; and

(iv) cause one or more members of the Nuance Group to assume all of the Nuance Liabilities to the extent such Liabilities would otherwise remain obligations of any member of the SpinCo Group, in each case of clauses (i) through (iv) in the manner contemplated by the Separation Step Plan.

Notwithstanding anything to the contrary, neither Party shall be required to transfer any Information except as required by Article VII or any insurance policies which are the subject of Article VIII.

(b) In the event that it is discovered after the Distribution that there was an omission of (i) the transfer or conveyance by SpinCo (or a member of the SpinCo Group) to, or the acceptance or assumption by, Nuance (or a member of the Nuance Group) of any Nuance Asset or Nuance Liability, as the case may be, (ii) the transfer or conveyance by Nuance (or a member of the Nuance Group) to, or the acceptance or assumption by, SpinCo (or a member of the SpinCo Group) of any SpinCo Asset or SpinCo Liability, as the case may be, or (iii) the transfer or conveyance by one Party (or any other member of its Group) to, or the acceptance or assumption by, the other Party (or any other member of its Group) of any Asset or Liability, as the case may be, that, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise been so transferred, conveyed, accepted or assumed, as the case may be, pursuant to this Agreement or any Ancillary Agreement, the Parties shall use reasonable best efforts to promptly effect such transfer, conveyance, acceptance or assumption of such Asset or Liability, as the case may be. Any transfer, conveyance, acceptance or assumption made pursuant to this Section 2.01(b) shall be treated by the Parties for all purposes as if it had occurred prior to the Distribution, except as otherwise required by applicable Law or a Final Determination.

(c) In the event that it is discovered after the Distribution that there was a transfer or conveyance (i) by SpinCo (or a member of the SpinCo Group) to, or the acceptance or assumption by, Nuance (or a member of the Nuance Group) of any SpinCo Asset or SpinCo Liability, as the case may be, or (ii) by Nuance (or a member of the Nuance Group) to, or the acceptance or assumption by, SpinCo (or a member of the SpinCo Group) of any Nuance Asset or Nuance Liability, as the case may be, the Parties shall use reasonable best efforts to promptly transfer or convey such Asset or Liability back to the transferring or conveying Party or to rescind any acceptance or assumption of such Asset or Liability, as the case may be. Any transfer or conveyance made or acceptance or assumption rescinded pursuant to this Section 2.01(c) shall be treated by the Parties for all purposes as if such Asset or Liability had never been originally transferred, conveyed, accepted or assumed, as the case may be, except as otherwise required by applicable Law or a Final Determination.

(d) To the extent that any transfer or conveyance of any Asset (other than Shared Contracts, which are governed solely by Section 2.05; or the leasehold interests, subleasehold interests, license interests or other real property interests under the Real Estate Separation Documents, which are governed solely by Section 2.04); or acceptance or assumption

of any Liability (other than Shared Contracts, which are governed solely by Section 2.05; or the leasehold interests, subleasehold interests, license interests or other real property interests under the Real Estate Separation Documents, which are governed solely by Section 2.04) required by this Agreement to be so transferred, conveyed, accepted or assumed shall not have been completed prior to the Distribution, the Parties shall use reasonable best efforts to effect such transfer, conveyance, acceptance or assumption as promptly following the Distribution as shall be practicable. Nothing in this Agreement shall be deemed to require the transfer or conveyance of any Assets or the acceptance or assumption of any Liabilities which by their respective terms (or the terms of any Contract relating to such Asset or Liability) or operation of Law cannot be so transferred, conveyed, accepted or assumed; provided, however, that the Parties shall use reasonable best efforts to obtain any necessary Governmental Approvals and other Consents for the transfer, conveyance, acceptance or assumption (as applicable) of all Assets and Liabilities required by this Agreement to be so transferred, conveyed, accepted or assumed. In the event that any such transfer, conveyance, acceptance or assumption (as applicable) has not been completed effective as of the Distribution, the Party retaining such Asset or Liability (or the member of the Party's Group retaining such Asset or Liability) shall thereafter hold such Asset for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and retain such Liability for the account, and at the expense, of the Party by whom such Liability should have been assumed or accepted pursuant to this Agreement, and take such other actions as may be reasonably requested by the Party to which (or to the Group of which) such Asset should have been transferred or conveyed, or by whom (or by the Group of whom) such Liability should have been assumed or accepted, as the case may be, in order to place such Party or the member of its Group, insofar as reasonably possible, in the same position as would have existed had such Asset or Liability been transferred, conveyed, accepted or assumed (as applicable) as and when contemplated by this Agreement, including in respect of possession, use, risk of loss, potential for gain and control over such Asset or Liability, as the case may be. As and when any such Asset or Liability becomes transferable or assumable, as the case may be, each Party shall, and shall cause the members of its Group to, use reasonable best efforts to promptly effect such transfer, conveyance, acceptance or assumption (as applicable). Any transfer, conveyance, acceptance or assumption made pursuant to this Section 2.01(d) shall be treated by the Parties for all purposes as if it had occurred immediately prior to the Distribution, except as otherwise required by applicable Law or a Final Determination.

(e) The Party retaining any Asset or Liability due to the deferral of the transfer and conveyance of such Asset or the deferral of the acceptance and assumption of such Liability pursuant to this Section 2.01 or otherwise shall not be obligated by this Agreement, in connection with this Section 2.01, to expend any money or take any action that would require the expenditure of money unless and to the extent the Party or the member of the Party's Group entitled to receive such Asset or intended to assume such Liability, as applicable, advances or agrees to reimburse it for the applicable expenditures.

(f) Without limiting any other provision hereof, each of Nuance and SpinCo will take, and will cause each member of its respective Group to take, such actions as are reasonably necessary to consummate the transactions contemplated by the Separation Step Plan (whether prior to, at or after the Distribution). The Parties agree that the steps described in the Separation Step Plan shall be effected in the order and manner prescribed in the Separation Step Plan.

(g) In the event that Nuance determines to seek novation with respect to any SpinCo Liability, SpinCo shall reasonably cooperate with, and shall cause the members of the SpinCo Group to reasonably cooperate with, Nuance and the members of the Nuance Group (including, where necessary, entering into appropriate instruments of assumption and, where necessary, SpinCo providing parent guarantees in support of the obligations of other members of the SpinCo Group) to cause such novation to be obtained, on terms reasonably acceptable to SpinCo, and to have Nuance and the members of the Nuance Group released from all liability to third parties arising after the date of such novation and, in the event SpinCo determines to seek novation with respect to any Nuance Liability, Nuance shall reasonably cooperate with, and shall cause the members of the Nuance Group to reasonably cooperate with, SpinCo and the members of the SpinCo Group (including, where necessary, entering into appropriate instruments of assumption and, where necessary, Nuance providing parent guarantees in support of the obligations of other members of the Nuance Group) to cause such novation to be obtained, on terms reasonably acceptable to Nuance, and to have SpinCo and the members of the SpinCo Group released from all liability to third parties arising after the date of such novation; provided that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to cause such novation to be obtained (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable).

Section 2.02 Certain Matters Governed Exclusively by Ancillary Agreements. Each of Nuance and SpinCo agrees on behalf of itself and the members of its Group that, except as explicitly provided in this Agreement or any Ancillary Agreement, (a) the TMA shall exclusively govern all matters relating to Taxes between such parties (except to the extent that tax matters relating to employee and employee benefits-related matters are addressed in the EMA), (b) the EMA shall exclusively govern the allocation of Assets and Liabilities related to employee and employee compensation and benefits-related matters, including the outstanding awards (equity- and cash-based) under existing equity plans with respect to employees and former employees of members of both the Nuance Group and the SpinCo Group (except to the extent that employee compensation and benefits-related reimbursements are addressed in the TSA) (it being understood that any such Assets and Liabilities, as allocated pursuant to the EMA, shall constitute SpinCo Assets, SpinCo Liabilities, Nuance Assets or Nuance Liabilities, as applicable, hereunder and shall be subject to Article VI hereof), (c) the IPA shall exclusively govern the recordation of the transfers of any registrations or applications of Nuance IP and SpinCo IP that is allocated hereunder, as applicable, and the use and licensing of certain Intellectual Property Rights identified therein between members of the Nuance Group and members of the SpinCo Group, (d) the Trademark License Agreement shall exclusively govern all matters relating to the use and licensing of certain trademarks identified therein between members of the Nuance Group and the SpinCo Group and (e) the TSA shall exclusively govern all matters relating to the provision of certain services identified therein to be provided by each Party to the other on a transitional basis following the Distribution. Except as set forth in this Section 2.02, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of this Agreement shall control (unless the Ancillary Agreement explicitly provides otherwise).

Section 2.03 Termination of Agreements.

(a) Except as set forth in Section 2.03(b) or Section 2.03(c) or as otherwise provided by the Separation Step Plan, in furtherance of the releases and other provisions of Section 6.01, effective as of the Distribution, SpinCo and each other member of the SpinCo Group, on the one hand, and Nuance and each other member of the Nuance Group, on the other hand, hereby terminate any and all Contracts, arrangements, commitments and understandings, oral or written between such parties and in existence as of the Distribution Date ("Intercompany Agreements"), including all intercompany accounts payable or accounts receivable in effect or accrued as of the Distribution Date ("Intercompany Accounts"). No such terminated Intercompany Agreement or Intercompany Account (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Date. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing. The Parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to any Intercompany Agreement.

(b) The provisions of Section 2.03(a) shall not apply to any of the following Intercompany Agreements or Intercompany Accounts (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other Intercompany Agreement or Intercompany Account expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by either Party or any other member of its Group); (ii) any Intercompany Agreements to which any third party is a party, including any Shared Contracts; (iii) any other Intercompany Agreements or Intercompany Accounts that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution Date; and (iv) those Intercompany Agreements and Intercompany Accounts set forth on Schedule XIII.

(c) In connection with the termination of Intercompany Accounts described in Section 2.03(a), each of Nuance and SpinCo shall cause each Intercompany Account between a member of the SpinCo Group, on the one hand, and a member of the Nuance Group, on the other hand, outstanding as of the close of business on the business day immediately prior to the date of the Distribution to be settled on a net basis (whether via a dividend, a capital contribution, a combination of the foregoing or as otherwise agreed), in each case prior to the close of business on the date of the Distribution (except for any such intercompany payables or receivables arising pursuant to an Ancillary Agreement or any other Intercompany Agreement that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution Date, which shall instead be settled in accordance with the terms of such Ancillary Agreement or other Intercompany Agreement); provided, that all intercompany balances set forth on Schedule XXI shall be forgiven without any settlement or other action on the part of either of the Parties or the respective members of their respective Groups.

(d)

(i) Nuance and SpinCo each agree to take, or cause the respective members of their respective Groups to take, prior to the Distribution (or as promptly as reasonably practicable thereafter), all actions necessary to amend all contracts or agreements governing (x) the Nuance Accounts so that such Nuance Accounts, if linked

(whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter “linked”) to any SpinCo Account, are de-linked from such SpinCo Accounts and (y) the SpinCo Accounts so that such SpinCo Accounts, if linked to any Nuance Account, are de-linked from such Nuance Accounts.

(ii) With respect to any outstanding checks issued by, or payments made by, Nuance, SpinCo or any of their respective Subsidiaries prior to the Distribution, such outstanding checks shall be honored from and after the Distribution by the Person or Group owning the account on which the check is drawn, without limiting the ultimate allocation of Liability for such amounts under this Agreement or any Ancillary Agreement.

(iii) As between Nuance and SpinCo (and the members of their respective Groups), except to the extent prohibited by applicable Law or a Final Determination, all payments and reimbursements received after the Distribution by either Party (or a member of its Group) to which the other Party (or a member of its Group) is entitled under this Agreement, shall be held by such Party (or the applicable member of its Group) in trust for the use and benefit of the Person entitled thereto and, within sixty (60) days of receipt by such Party (or the applicable member of its Group) of any such payment or reimbursement, such Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party (or the applicable member of its Group), the amount of such payment or reimbursement without right of setoff.

(e) Each of Nuance and SpinCo shall, and shall cause each of their respective Subsidiaries to, take all necessary actions to remove each of SpinCo and SpinCo’s Subsidiaries from all Cash Management Arrangements to which it is a party, in each case prior to the close of business on the business day immediately prior to the Distribution Date.

Section 2.04 Real Estate Separation Documents. Prior to the Distribution, the Parties shall, and shall cause their respective applicable Group members to, use reasonable best efforts to obtain and make any necessary Consents and enter into the Real Estate Separation Documents to make the Real Estate Separation Documents effective at or prior to the Distribution; provided, however, that nothing in this Agreement shall be deemed to require entering into any Real Estate Separation Document unless and until any necessary Consents are obtained or made, as applicable; provided, further, that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation or the relinquishment or forbearance of any rights) to any Person in order to obtain or make any such Consent (other than reasonable out-of-pocket expenses, attorneys’ fees and recording or similar fees). In the event any such Consents have not been obtained prior to the Distribution, the Parties shall use reasonable best efforts (subject to the terms of this Section 2.04) to obtain or make such Consent as promptly as reasonably practicable following the Distribution and, upon receipt of such Consent, shall execute the applicable Real Estate Separation Document; provided, however, that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation or the relinquishment or forbearance of any rights) to any Person in order to obtain or make any such Consent (other than reasonable out-of-pocket expenses, attorneys’ fees and

recording or similar fees). If any Real Estate Separation Document is not effective prior to the Distribution, then the Parties shall, and shall cause their respective Group members to, cooperate in any reasonable and permissible arrangement to provide that, following the Distribution and until such time as the effectiveness of the applicable Real Estate Separation Document shall cease (or, with respect to any Lease Assignment, until the expiration or earlier termination of the real property lease subject to such Lease Assignment), a member of the SpinCo Group shall receive the interest in the benefits and obligations of SpinCo or the applicable member of the SpinCo Group under the proposed terms of such Real Estate Separation Document and a member of the Nuance Group shall receive the interest in the benefits and obligations of Nuance or the applicable member of the Nuance Group under the proposed terms of such Real Estate Separation Document. In the event of a conflict between this Agreement and any Real Estate Separation Document, the applicable Real Estate Separation Document shall govern. To the extent any matter is not addressed in a Real Estate Separation Document, but is addressed in this Agreement, the terms of this Agreement shall control as to such matter.

Section 2.05 Shared Contracts.

(a) Except as set forth on Schedule VIII, the Parties shall, and shall cause the members of their respective Groups to, use their respective reasonable best efforts to work together (and, if necessary and desirable, to work with the third party to such Shared Contract) in an effort to divide, partially assign, modify or replicate (in whole or in part) the respective rights and obligations under and in respect of any Shared Contract, such that (a) a member of the SpinCo Group is the beneficiary of the rights and is responsible for the obligations related to that portion of such Shared Contract relating to the SpinCo Business (the “SpinCo Portion”), which rights shall be a SpinCo Asset and which obligations shall be a SpinCo Liability, and (b) a member of the Nuance Group is the beneficiary of the rights and is responsible for the obligations related to such Shared Contract not relating to the SpinCo Business (the “Nuance Portion”), which rights shall be a Nuance Asset and which obligations shall be a Nuance Liability. Nothing in this Agreement shall require the division, partial assignment, modification or replication of a Shared Contract unless and until any necessary Consents are obtained or made, as applicable. If the Parties, or their respective Group members, as applicable, are not able to enter into an arrangement to formally divide, partially assign, modify or replicate such Shared Contract prior to the Distribution as contemplated by the previous sentence, then the Parties shall, and shall cause their respective Group members to, cooperate in any reasonable and permissible arrangement to provide that, following the Distribution, a member of the SpinCo Group shall receive the interest in the benefits and obligations of the SpinCo Portion under such Shared Contract and a member of the Nuance Group shall receive the interest in the benefits and obligations of the Nuance Portion under such Shared Contract, it being understood that no Party shall have Liability to the other Party for the failure of any third party to perform its obligations under any such Shared Contract.

(b) Nothing in this Section 2.05 shall require either Party or any member of each of their respective Groups to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person (other than reasonable out-of-pocket expenses, attorneys’ fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party’s Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as

reasonably practicable). For the avoidance of doubt, reasonable out-of-pocket expenses and recording or similar fees shall not include any purchase price, license fee, or other payment or compensation for the procurement of any asset secured to replace an Asset in the course of a Party's obligation under Section 2.05(a).

Section 2.06 Disclaimer of Representations and Warranties. Each of Nuance (on behalf of itself and each other member of the Nuance Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that, except as expressly set forth in this Agreement, any Ancillary Agreement or the Representation Letter, no party to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement or any Ancillary Agreement is representing or warranting in any way as to any Assets or Liabilities transferred or assumed as contemplated hereby or thereby, as to the sufficiency of the Assets or Liabilities transferred or assumed hereby or thereby for the conduct and operations of the SpinCo Business or the Nuance Business, as applicable, as to any Governmental Approvals or other Consents required in connection therewith or in connection with any past transfers of the Assets or assumptions of the Liabilities, as to the value or freedom from any Security Interests of, or any other matter concerning, any Assets or Liabilities of such party, or as to the absence of any defenses or rights of setoff or freedom from counterclaim with respect to any claim or other Asset, including any accounts receivable, of any such party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof, and each of Nuance (on behalf of itself and each other member of the Nuance Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) has relied only on the representations and warranties expressly contained in Section 11.01(c), in any Ancillary Agreement or the Representation Letter. Except as may expressly be set forth herein or in any Ancillary Agreement, any such Assets are being transferred on an "as is," "where is" basis and the respective transferees shall bear the economic and legal risks that (a) any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (b) any necessary Governmental Approvals or other Consents are not obtained or that any requirements of Laws or judgments are not complied with.

Section 2.07 Waiver of Bulk-Sale and Bulk-Transfer Laws. SpinCo hereby waives compliance by each and every member of the Nuance Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group. Nuance hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Nuance Assets to any member of the Nuance Group.

Section 2.08 Cash Adjustment. Each of Nuance and SpinCo agrees to take the actions set forth on Schedule XI.

ARTICLE III

CREDIT SUPPORT

Section 3.01 Replacement of Nuance Credit Support.

(a) SpinCo shall use reasonable best efforts to arrange, at its sole cost and expense and effective on or prior to the Distribution Date, the termination or replacement of all guarantees, covenants, indemnities, surety bonds, letters of credit or similar assurances of credit support (“Credit Support Instruments”) provided by, through or on behalf of Nuance or any other member of the Nuance Group for the benefit of SpinCo or any other member of the SpinCo Group (“Nuance Credit Support Instruments”), other than any of the Nuance Credit Support Instruments set forth on Schedule XIV (the “Surviving Nuance Credit Support Instruments”), with alternate arrangements that do not require any credit support from Nuance or any other member of the Nuance Group, and shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments written releases (which in the case of a letter of credit or bank guarantee would be effective upon surrender of the original Nuance Credit Support Instrument to the originating bank and such bank’s confirmation to Nuance of cancellation thereof) indicating that Nuance or such other member of the Nuance Group will, effective upon the consummation of the Distribution, have no liability with respect to such Credit Support Instruments, in each case, reasonably satisfactory to Nuance.

(b) In furtherance of Section 3.01(a), to the extent required to obtain a removal or release from a Nuance Credit Support Instrument, SpinCo or an appropriate member of the SpinCo Group shall execute an agreement substantially in the form of the existing Nuance Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing Nuance Credit Support Instrument contains representations, covenants or other terms or provisions (i) with which SpinCo or the appropriate member of the SpinCo Group would be reasonably unable to comply or (ii) which would be reasonably expected to be breached by SpinCo or the appropriate member of the SpinCo Group.

(c) If SpinCo is unable to obtain, or to cause to be obtained, all releases from Nuance Credit Support Instruments pursuant to Sections 3.01(a) and 3.01(b) on or prior to the Distribution, (i) without limiting SpinCo’s obligations under Article VI, SpinCo shall cause the relevant member of the SpinCo Group that has assumed the Liability with respect to such Credit Support Instrument to indemnify and hold harmless the guarantor or obligor for any Liability arising out of, resulting from or relating thereto in accordance with the provisions of Article VI and to, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) except as set forth on Schedule XIV, with respect to such Credit Support Instrument, each of Nuance and SpinCo, on behalf of themselves and the members of each of their respective Groups, agree, except as otherwise expressly required by the terms of a Contract with a third party in effect as of the

Distribution, not to renew or extend the term of, increase its obligations under or transfer to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the other Party and (iii) with respect to the Expected Surviving Guarantees, Nuance and SpinCo shall take the actions set forth on Schedule XX. The provisions of clauses (i) and (ii) of the foregoing sentence shall also apply to all Surviving Nuance Credit Support Instruments.

Section 3.02 Replacement of SpinCo Credit Support

(a) Nuance shall use reasonable best efforts to arrange, at its sole cost and expense and effective on or prior to the Distribution Date, the termination or replacement of all Credit Support Instruments provided by, through or on behalf of SpinCo or any other member of the SpinCo Group for the benefit of Nuance or any other member of the Nuance Group ("SpinCo Credit Support Instruments"), other than any of the SpinCo Credit Support Instruments set forth on Schedule XV (the "Surviving SpinCo Credit Support Instruments"), with alternate arrangements that do not require any credit support from SpinCo or any other member of the SpinCo Group, and shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments written releases (which in the case of a letter of credit or bank guarantee would be effective upon surrender of the original SpinCo Credit Support Instrument to the originating bank and such bank's confirmation to SpinCo of cancelation thereof) indicating that SpinCo or such other member of the SpinCo Group will, effective upon the consummation of the Distribution, have no liability with respect to such Credit Support Instruments, in each case reasonably satisfactory to SpinCo.

(b) In furtherance of Section 3.02(a), to the extent required to obtain a removal or release from a SpinCo Credit Support Instrument, Nuance or an appropriate member of the Nuance Group shall execute an agreement substantially in the form of the existing SpinCo Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing SpinCo Credit Support Instrument contains representations, covenants or other terms or provisions (i) with which Nuance or the appropriate member of the Nuance Group would be reasonably unable to comply or (ii) which would be reasonably expected to be breached by Nuance or the appropriate member of the Nuance Group.

(c) If Nuance is unable to obtain, or to cause to be obtained, all releases from SpinCo Credit Support Instruments pursuant to Sections 3.02(a) and 3.02(b) on or prior to the Distribution, (i) without limiting Nuance's obligations under Article VI, Nuance shall cause the relevant member of the Nuance Group that has assumed the Liability with respect to such Credit Support Instrument to indemnify and hold harmless the guarantor or obligor for any Liability arising from or relating thereto in accordance with the provisions of Article VI and to, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) with respect to such Credit Support Instruments that are in the form of a letter of credit or bank guarantee, Nuance shall provide SpinCo with letters of credit or guarantees, in each case issued by a bank reasonably acceptable to SpinCo, against losses arising from all such Credit Support Instruments or, if SpinCo

agrees in writing, cash collateralize the full amount of any outstanding Credit Support Instrument with respect to which such release has not been obtained and (iii) except as set forth on Schedule XV, with respect to such Credit Support Instrument, each of Nuance and SpinCo, on behalf of themselves and the members of each of their respective Groups, agree, except as otherwise expressly required by the terms of a Contract with a third party in effect as of the Distribution, not to renew or extend the term of, increase its obligations under or transfer to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the other Party. The provisions of clauses (i), (ii) and (iii) of the foregoing sentence shall also apply to all Surviving SpinCo Credit Support Instruments.

Section 3.03 Manner of Indemnification. Any claims for indemnification under this Article III shall be made in the manner set forth in Section 6.05 and Section 6.06 and are subject to the provisions set forth in Sections 6.07, 6.08 and 6.09.

ARTICLE IV

ACTIONS PENDING THE DISTRIBUTION

Section 4.01 Actions Prior to the Distribution.

- (a) Subject to the conditions specified in Section 4.02 and subject to Section 5.03, Nuance and SpinCo shall use reasonable best efforts to consummate the Distribution. Such efforts shall include taking the actions specified in this Section 4.01.
- (b) Prior to the Distribution, Nuance shall mail the Information Statement to the Record Holders.
- (c) SpinCo shall prepare, file with the Commission and use its reasonable best efforts to cause to become effective any registration statements or amendments thereto required to effect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements.
- (d) Nuance and SpinCo shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.
- (e) SpinCo shall prepare and file, and shall use reasonable best efforts to have approved prior to the Distribution, an application for the listing of the SpinCo Common Stock to be distributed in the Distribution on the Exchange, subject to official notice of distribution.
- (f) Prior to the Distribution, Nuance, in its capacity as sole stockholder of SpinCo, shall have duly elected to the SpinCo board of directors the individuals listed as members of the SpinCo board of directors in the Information Statement, and such individuals shall be the members of the SpinCo board of directors effective as of immediately after the Distribution;

provided, however, that to the extent required by any Law or requirement of the Exchange or any other national securities exchange, as applicable, one independent director shall be appointed by the existing board of directors of SpinCo prior to the date on which “when-issued” trading of the SpinCo Common Stock begins on the Exchange and begin his or her term prior to the Distribution and shall serve on SpinCo’s Audit Committee, Compensation Committee and Nominating and Governance Committee.

(g) Prior to the Distribution, Nuance shall deliver or cause to be delivered to SpinCo resignations, effective as of immediately after the Distribution, of each individual who will be an employee of any member of the Nuance Group after the Distribution and who is an officer or director of any member of the SpinCo Group immediately prior to the Distribution.

(h) Immediately prior to the Distribution, the Amended and Restated Certificate of Incorporation and the Amended and Restated By-laws of SpinCo, each in substantially the form filed as an exhibit to the Form 10, shall be in effect.

(i) Nuance and SpinCo shall, subject to Section 5.03, take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 4.02 to be satisfied and to effect the Distribution on the Distribution Date.

(j) Prior to the Distribution, SpinCo shall make capital and other expenditures and operate its cash management, accounts payable and receivables collection systems in the ordinary course of business consistent with prior practice except as required in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 4.02 Conditions Precedent to Consummation of the Distribution. Subject to Section 5.03, as soon as practicable after the date of this Agreement, the Parties shall use reasonable best efforts to satisfy the following conditions prior to the consummation of the Distribution. The obligations of the Parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by Nuance, of the following conditions:

(a) The board of directors of Nuance shall have authorized and approved the Contribution and Distribution and not withdrawn such authorization and approval, and shall have declared the dividend of SpinCo Common Stock to Nuance stockholders.

(b) Each Ancillary Agreement shall have been executed by each party to such agreement.

(c) The SpinCo Common Stock shall have been accepted for listing on the Exchange or another national securities exchange approved by Nuance, subject to official notice of issuance.

(d) The Commission shall have declared effective the Form 10, no stop order suspending the effectiveness of the Form 10 shall be in effect and no proceedings for that purpose shall be pending before or threatened by the Commission.

(e) Nuance shall have received the written opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP, which shall remain in full force and effect, that, subject to the accuracy of and compliance with the relevant Representation Letter, the Distribution will qualify for Tax-Free Status.

(f) The Separation Transactions shall have been completed in accordance with the Separation Step Plan (other than those steps that are expressly contemplated to occur at or after the Distribution).

(g) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution shall be in effect, and no other event outside the control of Nuance shall have occurred, or failed to occur, that prevents the consummation of the Distribution.

(h) No other events or developments shall have occurred prior to the Distribution that, in the judgment of the board of directors of Nuance, would result in the Distribution having a material adverse effect on Nuance or the stockholders of Nuance.

(i) The actions set forth in Sections 4.01(b), (f), (g) and (h) shall have been completed.

The foregoing conditions are for the sole benefit of Nuance and shall not give rise to or create any duty on the part of Nuance or the Nuance board of directors to waive, or not waive, such conditions or in any way limit the right of Nuance to terminate this Agreement as set forth in Article X or alter the consequences of any such termination from those specified in such Article. Any determination made by the Nuance board of directors prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.02 shall be conclusive.

ARTICLE V

THE DISTRIBUTION

Section 5.01 The Distribution.

(a) SpinCo shall cooperate with Nuance to accomplish the Distribution and shall, at the direction of Nuance, use its reasonable best efforts to promptly take any and all actions necessary or desirable to effect the Distribution. Nuance shall select any investment bank or manager in connection with the Distribution, as well as any financial printer, distribution agent and financial, legal, accounting and other advisors for Nuance. Nuance or SpinCo, as the case may be, will provide, or cause the applicable member of its Group to provide, to the Agent all share certificates and any information required in order to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) after completion of the Separation Transactions (other than the Distribution) and on or prior to the Distribution Date, for the benefit of and distribution to the holders of Nuance Common Stock as of the Record Date (“Record Holders”), Nuance will deliver to the Agent all of the issued and outstanding shares of SpinCo Common Stock held by Nuance and book-entry authorizations for such shares and (ii) on the Distribution Date, Nuance shall instruct the Agent to distribute, by means of

a pro rata dividend based on the aggregate number of shares of Nuance Common Stock held by each applicable Record Holder, to each Record Holder (or such Record Holder's bank or brokerage firm on such Record Holder's behalf) electronically, by direct registration in book-entry form, the number of shares of SpinCo Common Stock to which such Record Holder is entitled based on a distribution ratio determined by Nuance in its sole discretion. The Distribution shall be effective at 5:00 p.m. New York City time on the Distribution Date. On or as soon as practicable after the Distribution Date, the Agent will mail to each Record Holder an account statement indicating the number of shares of SpinCo Common Stock that have been registered in book-entry form in the name of such Record Holder.

Section 5.02 Fractional Shares. Record Holders holding a number of shares of Nuance Common Stock on the Record Date that would entitle such holders to receive less than one whole share (in addition to any whole shares) of SpinCo Common Stock in the Distribution will receive cash in lieu of such fractional share. Fractional shares of SpinCo Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. Nuance shall cause the Agent to, as soon as practicable after the date on which "when-issued" trading of the SpinCo Common Stock begins on the Exchange, (a) determine the number of whole shares and fractional shares of SpinCo Common Stock allocable to each Record Holder and (b) aggregate all fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests. Nuance shall cause the Agent to, as soon as practicable after the Distribution Date, distribute to each such holder, or for the benefit of each beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of SpinCo Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law and less any brokers' charges, commissions or transfer Taxes. The Agent, in its sole discretion, will determine the timing and method of selling such fractional shares, the selling price of such fractional shares and the broker-dealer through which such fractional shares will be sold; provided, however, that the designated broker-dealer is not an Affiliate of Nuance or SpinCo. Neither Nuance nor SpinCo will pay any interest on the proceeds from the sale of fractional shares.

Section 5.03 Sole Discretion of Nuance. Nuance shall, in its sole and absolute discretion, determine the Record Date, the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, and notwithstanding anything to the contrary set forth below, Nuance may at any time and from time to time until the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

ARTICLE VI

MUTUAL RELEASES; INDEMNIFICATION

Section 6.01 Release of Pre-Distribution Claims.

(a) Except as provided in Section 6.01(c) or elsewhere in this Agreement or the Ancillary Agreements effective as of the Distribution, SpinCo does hereby, for itself and each other member of the SpinCo Group, their respective Affiliates, and to the extent it may legally do so, its successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such), remise, release and forever discharge Nuance and the other members of the Nuance Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of any member of the Nuance Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all SpinCo Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing or alleged to have existed on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off. This Section 6.01(a) shall not affect Nuance's indemnification obligations with respect to Liabilities arising on or before the Distribution Date under Article XI of its Amended and Restated Certificate of Incorporation and Section 6 of Article VII of its Amended and Restated Bylaws, as in effect on the date on which the event or circumstances giving rise to such indemnification obligation occur.

(b) Except as provided in Section 6.01(c) or elsewhere in this Agreement or the Ancillary Agreements, effective as of the Distribution, Nuance does hereby, for itself and each other member of the Nuance Group, their respective Affiliates, and to the extent it may legally do so, its successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, agents or employees of any member of the Nuance Group (in each case, in their respective capacities as such), remise, release and forever discharge SpinCo, the other members of the SpinCo Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Nuance Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing, or alleged to have existed, on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off.

(c) Nothing contained in Section 6.01(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any Intercompany Agreement

or Intercompany Account that is specified in Section 2.03(b) not to terminate as of the Distribution, in each case in accordance with its terms. Nothing contained in Section 6.01(a) or (b) shall release:

(i) any Person from any Liability provided in or resulting from any Contract among any members of the Nuance Group or the SpinCo Group that is specified in Section 2.03(b) as not to terminate as of the Distribution, or any other Liability specified in such Section 2.03(b) as not to terminate as of the Distribution;

(ii) any Person from any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Person from any Liability provided in or resulting from any other Contract or agreement that is entered into after the Distribution between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iv) any Person from any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or any Ancillary Agreement for claims brought against the Parties, the members of their respective Groups or any of their respective directors, officers, employees or agents, by third Persons, which Liability shall be governed by the provisions of this Article VI or, if applicable, the appropriate provisions of the relevant Ancillary Agreement; or

(v) any Person from any Liability the release of which would result in the release of any Person not otherwise intended to be released pursuant to this Section 6.01.

(d) SpinCo shall not make, and shall not permit any other member of the SpinCo Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Nuance or any other member of the Nuance Group, or any other Person released pursuant to Section 6.01(a), with respect to any Liabilities released pursuant to Section 6.01(a). Nuance shall not make, and shall not permit any other member of the Nuance Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against SpinCo or any other member of the SpinCo Group, or any other Person released pursuant to Section 6.01(b), with respect to any Liabilities released pursuant to Section 6.01(b).

(e) It is the intent of each of Nuance and SpinCo, by virtue of the provisions of this Section 6.01, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, and all conditions existing or alleged to have existed on or before the Distribution Date, between or among SpinCo or any other member of the SpinCo Group, on the one hand, and Nuance or any other member of the Nuance Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or

among any such members on or before the Distribution Date), except as expressly set forth in Section 6.01(c) or elsewhere in this Agreement or in any Ancillary Agreement. At any time, at the request of the other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

Section 6.02 Indemnification by SpinCo. Subject to Section 6.04, SpinCo shall indemnify, defend and hold harmless Nuance, each other member of the Nuance Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Nuance Indemnitees”), from and against any and all Liabilities of the Nuance Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the SpinCo Liabilities, including the failure of SpinCo or any other member of the SpinCo Group or any other Person to pay, perform or otherwise promptly discharge any SpinCo Liability in accordance with its terms;
- (b) any breach by SpinCo or any other member of the SpinCo Group of this Agreement, or any Ancillary Agreement, unless such Ancillary Agreement expressly provides for separate indemnification therein (which shall be controlling); and
- (c) any breach by SpinCo of any of the representations and warranties made by SpinCo on behalf of itself and the members of the SpinCo Group in Section 11.01(c).

Section 6.03 Indemnification by Nuance. Subject to Section 6.04, Nuance shall indemnify, defend and hold harmless SpinCo, each other member of the SpinCo Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “SpinCo Indemnitees”), from and against any and all Liabilities of the SpinCo Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the Nuance Liabilities, including the failure of Nuance or any other member of the Nuance Group, or any other Person, to pay, perform or otherwise promptly discharge any Nuance Liability in accordance with its terms;
- (b) any breach by Nuance or any other member of the Nuance Group of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which shall be controlling); and
- (c) any breach by Nuance of any of the representations and warranties made by Nuance on behalf of itself and the members of the Nuance Group in Section 11.01(c).

Section 6.04 Indemnification Obligations Net of Insurance Proceeds and Third-Party Proceeds.

- (a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Agreement will be net of (i) Insurance Proceeds that actually reduce the amount of, or are paid to the applicable Indemnatee in respect of, such Liability and (ii) other amounts recovered from any third party (net of any out-of-pocket costs or expenses)

incurred in, or Taxes imposed with respect to, the collection thereof) that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability (“Third-Party Proceeds”). Accordingly, the amount that either Party (an “Indemnifying Party”) is required to pay to any Person entitled to indemnification or reimbursement pursuant to this Agreement (an “Indemnitee”) will be reduced by any Insurance Proceeds or Third-Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee from a third party in respect of the related Liability. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Liability (an “Indemnity Payment”) and subsequently receives Insurance Proceeds or Third-Party Proceeds in respect of such Liability, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if such Insurance Proceeds or Third-Party Proceeds had been received, realized or recovered before the Indemnity Payment was made; provided, that for the avoidance of doubt, such amount shall not exceed the amount of the Indemnity Payment.

(b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of the indemnification provisions hereof, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a “wind-fall” (*i.e.*, a benefit it would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Subject to Section 6.10, each member of the Nuance Group and SpinCo Group shall use reasonable best efforts to collect or recover any Insurance Proceeds and any Third-Party Proceeds to which such Person is entitled in connection with any Liability for which such Person seeks indemnification pursuant to this Article VI; provided, however, that such Person’s inability to collect or recover any such Insurance Proceeds or Third-Party Proceeds shall not limit the Indemnifying Party’s obligations hereunder.

(c) The calculation of any Indemnity Payments required by this Agreement shall be subject to Section 12.02 of the TMA.

Section 6.05 Procedures for Indemnification of Third-Party Claims.

(a) If an Indemnitee shall receive notice or otherwise learn of a Third-Party Claim with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to this Agreement (including Article III), such Indemnitee shall give such Indemnifying Party written notice thereof as soon as reasonably practicable, but no later than thirty (30) days after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail and shall include: (i) the basis for, and nature of, such Third-Party Claim, including the facts constituting the basis for such Third-Party Claim; (ii) the estimated amount of losses (to the extent so estimable) that have been or may be sustained by the Indemnitee in connection with such Third-Party Claim; and (iii) copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim; provided, however, that any such notice need only specify such information to the knowledge of the Indemnitee as of the date of such notice and shall not limit or prejudice any of the rights or remedies of any Indemnitee on the basis of any limitations on the information included in such notice, including any such limitations made in good faith to preserve the attorney-client privilege, work product doctrine or any other similar privilege or doctrine. Notwithstanding

the foregoing, the failure of any Indemnitee or other Person to give notice as provided in this Section 6.05(a) shall not relieve the related Indemnifying Party of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice in accordance with this Section 6.05(a).

(b) The Indemnifying Party shall have the right, exercisable by written notice to the Indemnitee within thirty (30) calendar days after receipt of notice from an Indemnitee in accordance with Section 6.05(a) (or sooner, if the nature of such Third-Party Claim so requires), to assume and conduct the defense of such Third-Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided, however, that (x) SpinCo shall not be entitled to control the defense of any Third-Party Claim in respect of a Mixed Action and (y) the Indemnifying Party shall not have the right to control the defense of any Third-Party Claim (i) to the extent such Third-Party Claim seeks criminal penalties or injunctive or other equitable relief (other than any such injunctive or other equitable relief that is solely incidental to the granting of money damages) or (ii) if the Indemnitee has reasonably determined in good faith that the Indemnifying Party controlling such defense will affect the Indemnitee or its Group in a materially adverse manner.

(c) If the Indemnifying Party elects not to assume the defense of a Third-Party Claim (or is not permitted to assume the defense of such Third-Party Claim) in accordance with this Agreement, or fails to notify an Indemnitee of its election as provided in Section 6.05(b), such Indemnitee may defend such Third-Party Claim. If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnitees shall, subject to the terms of this Agreement, cooperate with the Indemnifying Party with respect to the defense of such Third-Party Claim.

(d) If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnifying Party will not be liable for any additional legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third-Party Claim; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third-Party Claim, or the nature of such Third-Party Claim changes such that the Indemnifying Party would no longer be entitled to assume the defense of such Third-Party Claim pursuant to Section 6.05(b), the Indemnitee may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection with such defense. The Indemnifying Party or the Indemnitee, as the case may be, shall have the right to participate in (but, subject to the prior sentence, not control), at its own expense, the defense of any Third-Party Claim that the other is defending as provided in this Agreement. In the event, however, that such Indemnitee reasonably determines that representation by counsel to the Indemnifying Party of both such Indemnifying Party and the Indemnitee could reasonably be expected to present such counsel with a conflict of interest, then the Indemnitee may employ separate counsel to represent or defend it in any such action or proceeding and the Indemnifying Party will pay the reasonable fees and expenses of such counsel.

(e) No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any Third-Party Claim without the consent of the applicable Indemnitee or Indemnitees; provided, however, that such consent shall not be required if the

judgment or settlement: (i) contains no finding or admission of Liability with respect to any such Indemnatee or Indemnitees; (ii) involves only monetary relief which the Indemnifying Party has agreed to pay; and (iii) includes a full and unconditional release of the Indemnatee or Indemnitees. Notwithstanding the foregoing, the consent of an Indemnatee shall be required for any entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against such Indemnatee.

(f) Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, no Indemnatee shall admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 6.06 Additional Matters.

(a) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnatee to the related Indemnifying Party. Any failure by an Indemnatee to give notice shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure. Such Indemnifying Party shall have a period of sixty (60) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 60-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such sixty-day (60-day) period, or rejects such claim in whole or in part, such Indemnatee shall be free to pursue such remedies as may be available to such Party as contemplated by this Agreement.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnatee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnatee as to any events or circumstances in respect of which such Indemnatee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnatee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

Section 6.07 Remedies Cumulative. The remedies provided in this Article VI shall be cumulative and, subject to the provisions of Section 6.10, Article X and Article XII, shall not preclude assertion by any Indemnatee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 6.08 Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnifying Party, or assert a defense against any claim asserted by any Indemnifying Party, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption or retention of any SpinCo Liabilities by SpinCo or a member of the SpinCo Group on the terms and conditions set forth in this Agreement or the Ancillary Agreements is void or unenforceable for any reason; (b) the

assumption or retention of any Nuance Liabilities by Nuance or a member of the Nuance Group on the terms and conditions set forth in this Agreement or the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article VI are void or unenforceable for any reason.

Section 6.09 Survival of Indemnities. The rights and obligations of each of Nuance and SpinCo and their respective Indemnitees under this Article VI shall survive the sale or other transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any Liabilities.

Section 6.10 Limitation on Liability. Except as may expressly be set forth in this Agreement or any Ancillary Agreement, none of Nuance, SpinCo or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other Nuance Indemnitee or SpinCo Indemnitee, as applicable, under this Agreement for any indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder and whether or not informed of the possibility of the existence of such damages; provided, however, that the provisions of this Section 6.10 shall not limit an Indemnifying Party's indemnification obligations hereunder with respect to any Liability any Indemnitee may have to any third party not affiliated with any member of the Nuance Group or the SpinCo Group for any indirect, special, punitive or consequential damages. Notwithstanding the foregoing, nothing in this Section 6.10 shall limit the Liability of Nuance, SpinCo or any other member of either Group to the other or to any other member of the other's Group, or to any other Nuance Indemnitee or SpinCo Indemnitee, as applicable, with respect to breaches of Section 7.01, Section 7.04, Section 7.05, Section 7.07 or Section 7.09.

Section 6.11 Management of Existing Actions. This Section 6.11 shall govern the management and direction of certain pending Actions in which members of the Nuance Group or the SpinCo Group are named as parties, but shall not alter the allocation of Liabilities set forth in Article II.

(a) From and after the Distribution, the SpinCo Group shall direct the defense or prosecution of any Actions set forth on Schedule XVII.

(b) From and after the Distribution, the Nuance Group shall direct the defense or prosecution of any Actions set forth on Schedule XVIII.

(c) From and after the Distribution, the Parties shall separately but cooperatively manage (whether as co-defendants or co-plaintiffs) any Actions set forth on Schedule XIX ("Joint Actions"). The Parties shall cooperate in good faith and take all reasonable actions to provide for any appropriate joinder or change in named parties to such Joint Actions such that the appropriate member of each Party or Group is party thereto. The Parties shall reasonably cooperate and consult with each other and, to the extent permissible and necessary or advisable, maintain a joint defense in a manner that would preserve for both Parties and their respective Affiliates any attorney-client privilege, joint defense or other privilege with respect to any Joint Action. Notwithstanding anything to the contrary herein, and except as set forth on Schedule XIX, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared equally by the Parties) or retain separate counsel (in which case each Party will bear the

cost of its separate counsel) with respect to any Joint Action; provided that the Parties shall bear their own discovery costs and shall share equally joint litigation costs. In any Joint Action, each of Nuance and SpinCo may pursue separate defenses, claims, counterclaims or settlements to those claims relating to the Nuance Business or the SpinCo Business, respectively; provided that each Party shall in good faith make reasonable best efforts to avoid adverse effects on the other Party.

(d) To the maximum extent permitted by applicable Law, the rights to recovery of each Party's Subsidiaries in respect of any past, present or future Action are hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Subsidiaries shall execute such further instruments or documents as may be necessary to effect such delegation.

(e) No Party managing an Action (the "Managing Party") pursuant to this Section 6.11 shall consent to entry of any judgment or enter into any settlement of any such Action without the prior written consent of the other Party (the "Non-Managing Party") (not to be unreasonably withheld, conditioned or delayed); provided, however, that such Non-Managing Party, including, in the case of a Joint Action, any co-defendant or co-plaintiff, shall be required to consent to such entry of judgment or to such settlement that the Managing Party may recommend if the judgment or settlement: (i) contains no finding or admission of any violation of Law or any violation of the rights of any Person; (ii) involves only monetary relief which the Managing Party has agreed to pay; and (iii) includes a full and unconditional release of the Non-Managing Party and its applicable related Persons. Notwithstanding the foregoing, in no event shall a Non-Managing Party be required to consent to an entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against the Non-Managing Party's Group (other than the determination of equitable relief incidental to the granting of monetary relief).

ARTICLE VII

ACCESS TO INFORMATION; PRIVILEGE; CONFIDENTIALITY

Section 7.01 Agreement for Exchange of Information: Archives.

(a) Except in the case of an Adversarial Action or threatened Adversarial Action, and subject to Section 7.01(b), each of Nuance and SpinCo, on behalf of its respective Group, shall provide, or cause to be provided, to the other Party, at any time after the Distribution, as soon as reasonably practicable after written request therefor, any Information relating to time periods on or prior to the Distribution Date in the possession or under the control of such respective Group, which Nuance or SpinCo, or any member of its respective Group, as applicable, reasonably needs: (i) to comply with reporting, disclosure, filing or other requirements imposed on Nuance or SpinCo, or any member of its respective Group, as applicable (including under applicable securities Laws), by any national securities exchange or any Governmental Authority having jurisdiction over Nuance or SpinCo, or any member of its respective Group, as applicable; (ii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, regulatory, litigation or other similar requirements; or (iii) to comply with its obligations under this Agreement or any Ancillary Agreement; provided, that any

request for information pursuant to this Section 7.01 shall be made in good faith and limited to the extent reasonable to satisfy the good faith basis for such request. The receiving Party shall use any Information received pursuant to this Section 7.01(a) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in clause (i), (ii) or (iii) of the immediately preceding sentence.

(b) In the event that either Nuance or SpinCo determines that the disclosure of any Information pursuant to Section 7.01(a) could be commercially detrimental, violate any Law or Contract or waive or jeopardize any attorney-client privilege, attorney work product protection or other similar privilege or doctrine, such Party shall not be required to provide access to or furnish such Information to the other Party; provided, however, that both Nuance and SpinCo shall take all commercially reasonable measures to permit compliance with Section 7.01(a) in a manner that avoids any such harm or consequence. Both Nuance and SpinCo intend that any provision of access to or the furnishing of Information pursuant to this Section 7.01 that would otherwise be within the ambit of any legal privilege shall not operate as waiver of such privilege.

Section 7.02 Ownership of Information. Any Information owned by one Group that is provided to the requesting Party hereunder shall be deemed to remain the property of the providing Party. Except as specifically set forth herein or in any Ancillary Agreement, nothing herein shall be construed as granting or conferring rights of license or otherwise in any such Information.

Section 7.03 Compensation for Providing Information. Nuance and SpinCo shall reimburse each other for the reasonable costs, if any, in complying with a request for Information pursuant to this Article VII (whether or not such Information was a SpinCo Asset or a Nuance Asset). Except as may be otherwise specifically provided elsewhere in this Agreement, such costs shall be computed in accordance with SpinCo's or Nuance's, as applicable, standard methodology and procedures, but shall not include any mark-up above actual costs.

Section 7.04 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VII and other provisions of this Agreement, each Party shall use its reasonable best efforts to retain all Information in such Party's possession relating to the other Party or its businesses, Assets or Liabilities, this Agreement or the Ancillary Agreements in accordance with its respective record retention policies applicable to its own Information or such longer period as required by Law, this Agreement or the Ancillary Agreements. Each of Nuance and SpinCo shall use their reasonable best efforts to maintain and continue their respective Group's compliance with all "litigation holds" applicable to any Information in its possession for the pendency of the applicable matter.

Section 7.05 Accounting Information. Without limiting the generality of Section 7.01 but subject to Section 7.01(b):

(a) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards or as required by Law for Nuance to prepare consolidated financial statements or complete a financial statement audit for any period during which the financial results of the SpinCo Group were consolidated with those of Nuance), SpinCo shall use its reasonable best efforts to enable Nuance to meet its timetable for

dissemination of its financial statements and to enable Nuance's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) SpinCo shall authorize and direct its auditors to make available to Nuance's auditors, within a reasonable time prior to the date of Nuance's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of SpinCo and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable Nuance's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of SpinCo's auditors as it relates to Nuance's auditors' opinion or report and (ii) until all governmental audits are complete, SpinCo shall provide reasonable access during normal business hours for Nuance's internal auditors, counsel and other designated representatives to (x) the premises of SpinCo and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of SpinCo and its Subsidiaries and (y) the officers and employees of SpinCo and its Subsidiaries, so that Nuance may conduct reasonable audits relating to the financial statements provided by SpinCo and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the SpinCo Group; provided, further, that, subject to Section 7.05(b), any request for access pursuant to this Section 7.05(a) shall be made in good faith and limited to the extent reasonable to satisfy the good faith basis for such request.

(b) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards or as required by Law), Nuance shall use its reasonable best efforts to enable SpinCo to meet its timetable for dissemination of its financial statements and to enable SpinCo's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) Nuance shall authorize and direct its auditors to make available to SpinCo's auditors, within a reasonable time prior to the date of SpinCo's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of Nuance and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable SpinCo's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of Nuance's auditors as it relates to SpinCo's auditors' opinion or report and (ii) until all governmental audits are complete, Nuance shall provide reasonable access during normal business hours for SpinCo's internal auditors, counsel and other designated representatives to (x) the premises of Nuance and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of Nuance and its Subsidiaries and (y) the officers and employees of Nuance and its Subsidiaries, so that SpinCo may conduct reasonable audits relating to the financial statements provided by Nuance and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the Nuance Group.

(c) In order to enable the principal executive officer(s) and principal financial officer(s) (as such terms are defined in the rules and regulations of the Commission) of Nuance to make any certifications required of them under Section 302 or 906 of the Sarbanes-Oxley Act of 2002, SpinCo shall, within a reasonable period of time following a request from Nuance in anticipation of filing such reports, cause its principal executive officer(s) and principal

financial officer(s) to provide Nuance with certifications of such officers in support of the certifications of Nuance's principal executive officer(s) and principal financial officer(s) required under Section 302 or 906 of the Sarbanes-Oxley Act of 2002 with respect to (i) Nuance's Quarterly Report on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs (unless such quarter is the fourth fiscal quarter), (ii) to the extent applicable, each subsequent fiscal quarter through the third fiscal quarter of the year in which the Distribution Date occurs and (iii) Nuance's Annual Report on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs. Such certifications shall be provided in substantially the same form and manner as such SpinCo officers provided prior to the Distribution (reflecting any changes in certifications necessitated by the Spin-Off or any other transactions related thereto) or as otherwise agreed upon between Nuance and SpinCo.

Section 7.06 Limitations of Liability.

(a) Each of Nuance (on behalf of itself and each other member of the Nuance Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that neither Party is representing or warranting in any way as to the accuracy or sufficiency of any Information exchanged or disclosed under this Agreement.

(b) Neither Nuance nor SpinCo shall have any Liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the providing Person. Neither Nuance nor SpinCo shall have any Liability to the other Party if any Information is destroyed after reasonable best efforts by SpinCo or Nuance, as applicable, to comply with the provisions of Section 7.04.

Section 7.07 Production of Witnesses; Records; Cooperation.

(a) Without limiting any of the rights or obligations of the Parties pursuant to Section 7.01 or Section 7.04, after the Distribution Date, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, each of Nuance and SpinCo shall use their reasonable best efforts to make available, upon written request: (i) the former, current and future directors, officers, employees, other personnel and agents of the Persons in its respective Group (whether as witnesses or otherwise); and (ii) any books, records or other documents within its control or that it otherwise has the ability to make available, in each case, to the extent that such Person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action, Commission comment or review or threatened or contemplated Action, Commission comment or review (including preparation for any such Action, Commission comment or review) in which either Nuance or SpinCo or any Person or Persons in its Group, as applicable, may from time to time be involved, regardless of whether such Action, Commission comment or review or threatened or contemplated Action, Commission comment or review is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all reasonable out-of-pocket costs and expenses in connection therewith.

(b) Without limiting the foregoing, Nuance and SpinCo shall use their reasonable best efforts to cooperate and consult with each other to the extent reasonably necessary

with respect to any Actions or threatened or contemplated Actions (including in connection with preparation for any such Action), other than an Adversarial Action or threatened or contemplated Adversarial Action.

(c) The obligation of Nuance and SpinCo, pursuant to this Section 7.07, to use their reasonable best efforts to make available former, current and future directors, officers, employees and other personnel and agents or provide witnesses and experts, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to make available employees and other officers without regard to whether such individual or the employer of such individual could assert a possible business conflict. Without limiting the foregoing, each of Nuance and SpinCo agrees that neither it nor any Person or Persons in its respective Group will take any adverse action against any employee of its Group based on such employee's provision of assistance or information to each other pursuant to this Section 7.07.

Section 7.08 Privileged Matters.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution (whether by outside counsel, in-house counsel or other legal professionals) have been and will be rendered for the collective benefit of Nuance and its Subsidiaries (in such capacity). Solely for purposes of asserting privileges which may be asserted under applicable law, and without limiting the provisions of Section 7.10, each of the members of the Nuance Group and the SpinCo Group shall be deemed to have been the client in connection with such services with respect to periods prior to the Distribution. The Parties recognize that legal and other professional services will be provided following the Distribution, which services will be rendered solely for the benefit of the Nuance Group or the SpinCo Group, as the case may be.

(b) The Parties agree as follows:

(i) Nuance shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the Nuance Business or the Distribution and not to the operations of the SpinCo Business, whether or not the privileged Information is in the possession or under the control of any member of the Nuance Group or any member of the SpinCo Group. Nuance shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any Nuance Assets or Nuance Liabilities, and not any SpinCo Assets or SpinCo Liabilities, in connection with any Actions that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the Nuance Group or any member of the SpinCo Group;

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the operations of the SpinCo Business and not to the Nuance Business or the Distribution, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the

Nuance Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any SpinCo Assets or SpinCo Liabilities and not any Nuance Assets or Nuance Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Nuance Group; and

(iii) If the Parties do not agree as to whether certain information is privileged Information, then such Information shall be treated as privileged Information, and the Party that believes that such information is privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information until such time as it is finally judicially determined that such information is not privileged Information or unless the Parties otherwise agree.

(c) Subject to the remaining provisions of this Section 7.08, the Parties agree that Nuance shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities not allocated pursuant to Section 7.08(b) in connection with any Actions, or threatened or contemplated Actions, or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement. Upon the reasonable request of Nuance or SpinCo, in connection with any Action or threatened or contemplated Action contemplated by this Article VII, other than any Adversarial Action or threatened or contemplated Adversarial Action, Nuance and SpinCo will enter into a mutually acceptable common interest agreement so as to maintain to the extent practicable any applicable attorney-client privilege, work product immunity or similar privilege or immunity of any member of either Group.

(d) If any dispute arises between the Parties or any members of their respective Group regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall: (i) negotiate with the other Party in good faith; (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group; and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will receive or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of privileged Information subject to a shared privilege or immunity or as to which the other Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will receive or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the privileged Information and to assert any rights it or they may have, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information; provided, that if such Party is prohibited by applicable Law from disclosing

the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the privileged Information and to assert its rights, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information.

(f) The Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that: (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of Section 7.09 shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such privileged Information; and (ii) the Party receiving such privileged Information shall promptly return such privileged Information to the Party who has the right to assert the privilege or immunity.

Section 7.09 Confidential Information.

(a) Each of Nuance and SpinCo, on behalf of itself and each Person in its respective Group, shall hold, and cause its respective directors, officers, employees, agents, accountants, subcontractors, counsel and other advisors and representatives (each, a “Representative”) to hold, in strict confidence, not release or disclose and protect with at least the same degree of care, but no less than a reasonable degree of care, that it applies to its own confidential and proprietary information pursuant to policies in effect as of the Distribution Date, all confidential or proprietary Information concerning the other Group or its business that is either in its possession (including such Information in its possession prior to the Distribution) or furnished by the other Group or its respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such Information is: (i) in the public domain through no fault of any member of the Nuance Group or the SpinCo Group, as applicable, or any of its respective Representatives; (ii) later lawfully acquired from other sources by any of Nuance, SpinCo or its respective Group, Representatives, as applicable, which sources are not themselves bound by a confidentiality obligation to the knowledge of any of Nuance, SpinCo or Persons in its respective Group, as applicable; (iii) independently generated after the date hereof without reference to any proprietary or confidential Information of the Nuance Group or the SpinCo Group, as applicable; or (iv) required to be disclosed by Law; provided, however, that the Person required to disclose such Information gives the applicable Person prompt and, to the extent reasonably practicable and legally permissible, prior notice of such disclosure and an opportunity to contest such disclosure and shall use reasonable best efforts to cooperate, at the expense of the requesting Person, in seeking any reasonable protective arrangements requested by such Person. In the event that such appropriate protective order or other remedy is not obtained, the Person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and shall use reasonable best efforts to ensure that confidential

treatment is accorded such Information. Notwithstanding the foregoing, each of Nuance and SpinCo may release or disclose, or permit to be released or disclosed, any such confidential or proprietary Information concerning the other Group (x) to their respective Representatives who need to know such Information (who shall be advised of the obligations hereunder with respect to such Information) and (y) to any nationally recognized statistical rating organization as it reasonably deems necessary, solely for the purpose of obtaining a rating of securities or other debt instruments upon normal terms and conditions; provided, however, that, with respect to clause (x) hereof: (i) such Representatives shall keep such Information confidential and will not disclose such Information to any other Person; (ii) such Representatives shall not use such non-public information in a manner that is detrimental to the interests of the Party whose Information is being disclosed; and (iii) each Party agrees that it is responsible to the other Party for any action or failure to act that would constitute a breach or violation of this Section 7.09(a) by any such Representative; and, with respect to clause (y) hereof, the Party whose Information is being disclosed or released to such rating organization is promptly notified thereof.

(b) Without limiting the foregoing, when any confidential or proprietary Information concerning the other Group or its business is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each of Nuance and SpinCo will, promptly after the request of the other Party, either return all such Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party, as applicable, that it has destroyed such Information, other than, in each case, any such Information electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel.

(c) Notwithstanding anything to the contrary in this Agreement and without prejudice to whether any such device would constitute a SpinCo Asset, SpinCo shall, and shall cause its Group members and their respective employees and other personnel to, at SpinCo's sole cost and expense, promptly provide to Nuance any personal computing devices, mobile devices, data storage equipment or devices or other similar equipment or devices used in the SpinCo Business as may be requested by Nuance in connection with obtaining, removing, deleting, copying or otherwise accessing therefrom, or confirming the absence therein of, any Information of or related to the Nuance Business or for any other valid business purpose. If requested by SpinCo, Nuance shall, at Nuance's election, return such device upon completion of Nuance's use thereof or provide a suitable replacement or cost reimbursement therefor. In addition and without limiting the foregoing, SpinCo shall, and shall cause its Group members and their respective employees and other personnel to, at SpinCo's sole cost and expense, promptly provide to Nuance any such Information of or related to the Nuance Business in any of their respective possession or control, or, subject to SpinCo's rights thereto under the Intellectual Property Agreement (if applicable), permanently delete and destroy the same and certify (and represent) such deletion and destruction to Nuance in writing, executed by an executive officer of SpinCo, in each case as may be requested by Nuance.

Section 7.10 Conflicts Waiver. Each of the Parties acknowledges, on behalf of itself and each other member of its Group, notwithstanding anything to the contrary contained herein, that Nuance has retained Paul, Weiss, Rifkind, Wharton & Garrison LLP and Baker McKenzie (collectively, the "Known Counsel") to act as its counsel in connection with this

Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. SpinCo hereby agrees on behalf of itself and each member of its Group that, notwithstanding anything to contrary contained herein, in the event that a dispute arises between or among (x) any member of the SpinCo Group, any SpinCo Indemnitee or any of their respective Affiliates, on the one hand, and (y) any member of the Nuance Group, any Nuance Indemnitee or any of their respective Affiliates, on the other hand, any Known Counsel may represent any member of the Nuance Group, any Nuance Indemnitee or any of their respective Affiliates in such dispute even though the interests of such Person may be directly adverse to any Person described in clause (x), and even though such Known Counsel may have represented a Person described in clause (x), in a matter substantially related to such dispute, or may be handling ongoing matters for a Person described in clause (x), and SpinCo hereby waives, on behalf of itself and each other Person described in clause (x), as applicable, any conflict of interest in connection with such representation by such Known Counsel. Each of SpinCo and Nuance, on behalf of itself and each other member of its Group, agrees to take, and to cause their respective then-Affiliates to take, all steps necessary to implement the intent of this Section 7.10. Each of SpinCo and Nuance, on behalf of itself and each other member of its Group, further agrees that each Known Counsel and its respective partners and employees are third party beneficiaries of this Section 7.10.

ARTICLE VIII

INSURANCE

Section 8.01 Maintenance of Insurance. Until the Distribution Date, Nuance shall (i) cause the members of the SpinCo Group and their respective employees, officers and directors to continue to be covered as insured parties under Nuance's policies of insurance in a manner which is no less favorable than the coverage provided for the Nuance Group and (ii) permit the members of the SpinCo Group and their respective employees, officers and directors to submit claims relating to, arising out of or resulting from facts, circumstances, events or matters that occurred prior to the Distribution Date to the extent permitted under such policies. With respect to policies currently procured by SpinCo for the sole benefit of the SpinCo Group, SpinCo shall continue to maintain such insurance coverage through the Distribution Date in a manner no less favorable than currently provided. Except as otherwise expressly permitted in this Article VIII, Nuance and SpinCo acknowledge that, as of immediately prior to the Distribution Date, Nuance intends to take such action as it may deem necessary or desirable to remove the members of the SpinCo Group and their respective employees, officers and directors as insured parties under any policy of insurance issued to any member of the Nuance Group by any insurance carrier effective immediately prior to the Distribution Date. The SpinCo Group will not be entitled on or following the Distribution Date, absent mutual agreement otherwise, to make any claims for insurance thereunder to the extent such claims are based upon facts, circumstances, events or matters occurring on or after the Distribution Date or, subject to Section 8.02, to the extent any claims are made pursuant to any Nuance claims-made policies on or after the Distribution Date. No member of the Nuance Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any such insurance policy. Notwithstanding the foregoing, Nuance shall, and shall cause the other members of the Nuance Group to, use reasonable best efforts to cause all insurance policies of the Nuance Group that immediately prior to the Distribution provide coverage to or with respect to the members of the SpinCo Group and their respective employees, officers and directors to continue to provide such coverage with respect to

acts, omissions or events occurring prior to the Distribution in accordance with their terms as if the Distribution had not occurred; provided, however, that in no event shall Nuance be required to extend or maintain coverage under claims-made policies with respect to any claims first made against a member of the SpinCo Group or first reported to the insurer on or after the Distribution.

Section 8.02 Claims Under Nuance Insurance Policies.

(a) On and after the Distribution Date, the members of each of the Nuance Group and the SpinCo Group shall have the right to assert Nuance Policy Pre-Separation Insurance Claims and the members of the SpinCo Group shall have the right to participate with Nuance to resolve Nuance Policy Pre-Separation Insurance Claims under the applicable Nuance insurance policies up to the full extent of the applicable and available limits of liability of such policy. Nuance shall have primary control over those Nuance Policy Pre-Separation Insurance Claims for which the Nuance Group or the SpinCo Group, respectively, bears the underlying loss, subject to the terms and conditions of the relevant policy of insurance governing such control. If a member of the SpinCo Group is unable to assert a Nuance Policy Pre-Separation Insurance Claim because it is no longer an “insured” under a Nuance insurance policy, then Nuance shall, to the extent permitted by applicable Law and the terms of such insurance policy, assert such claim in its own name and deliver the Insurance Proceeds to SpinCo.

(b) With respect to Nuance Policy Pre-Separation Insurance Claims, whether or not known or reported on or prior to the Distribution Date, SpinCo shall, or shall cause the applicable member of the SpinCo Group to, report such claims arising from the SpinCo Business as soon as practicable to each of Nuance and the applicable insurer(s), and SpinCo shall, or shall cause the applicable member of SpinCo Group to, individually, and not jointly, assume and be responsible (including, upon the request of Nuance, by reimbursement to Nuance for amounts paid or payable by it) for the reimbursement liability (including any deductible, coinsurance or retention payment) related to its portion of the liability, unless otherwise agreed in writing by Nuance. Each of Nuance and SpinCo shall, and shall cause each member of the Nuance Group and SpinCo Group, respectively, to, cooperate and assist the applicable member of the SpinCo Group and the Nuance Group, as applicable, with respect to such claims. The applicable member of the SpinCo Group shall provide to Nuance any collateral (or a letter of credit in an amount equal to the value of such collateral) in respect of the reimbursement obligations as may reasonably be requested by the insurers and, upon the request of Nuance, any other collateral required by the insurers in respect of insurance policies under which Nuance Policy Pre-Separation Insurance Claims may be recoverable based upon Nuance’s reasonable estimate of the proportion of the requested collateral attributable to claims that may be made by the SpinCo Group. Nuance agrees that Nuance Policy Pre-Separation Insurance Claims of members of the SpinCo Group shall receive the same priority as Nuance Policy Pre-Separation Insurance Claims of members of the Nuance Group and be treated equitably in all respects, including in connection with deductibles, retentions and coinsurance.

Section 8.03 Claims Under SpinCo Insurance Policies.

(a) On and after the Distribution Date, the members of each of the SpinCo Group and the Nuance Group shall have the right to assert SpinCo Policy Pre-Separation Insurance Claims and the members of the Nuance Group shall have the right to participate with

SpinCo to resolve SpinCo Policy Pre-Separation Insurance Claims under the applicable SpinCo insurance policies up to the full extent of the applicable and available limits of liability of such policy. SpinCo or Nuance, as the case may be, shall have primary control over those SpinCo Policy Pre-Separation Insurance Claims for which the SpinCo Group or the Nuance Group, respectively, bears the underlying loss, subject to the terms and conditions of the relevant policy of insurance governing such control. If a member of the Nuance Group is unable to assert a SpinCo Policy Pre-Separation Insurance Claim because it is no longer an “insured” under a SpinCo insurance policy, then SpinCo shall, to the extent permitted by applicable Law and the terms of such insurance policy, assert such claim in its own name and deliver the Insurance Proceeds to Nuance.

(b) With respect to SpinCo Policy Pre-Separation Insurance Claims, whether or not known or reported on or prior to the Distribution Date, Nuance shall, or shall cause the applicable member of the Nuance Group to, report such claims arising from the Nuance Business as soon as practicable to each of SpinCo and the applicable insurer(s), and Nuance shall, or shall cause the applicable member of Nuance Group to, individually, and not jointly, assume and be responsible (including, upon the request of SpinCo, by reimbursement to SpinCo for amounts paid or payable by it) for the reimbursement liability (including any deductible, coinsurance or retention payment) related to its portion of the liability, unless otherwise agreed in writing by SpinCo. Each of SpinCo and Nuance shall, and shall cause each member of the SpinCo Group and Nuance Group, respectively, to, cooperate and assist the applicable member of the Nuance Group and the SpinCo Group, as applicable, with respect to such claims. The applicable member of the Nuance Group shall provide to SpinCo any collateral (or a letter of credit in an amount equal to the value of such collateral) in respect of the reimbursement obligations as may reasonably be requested by the insurers and, upon the request of SpinCo, any other collateral required by the insurers in respect of insurance policies under which SpinCo Policy Pre-Separation Insurance Claims may be recoverable based upon SpinCo’s reasonable estimate of the proportion of the requested collateral attributable to claims that may be made by the Nuance Group. SpinCo agrees that SpinCo Policy Pre-Separation Insurance Claims of members of the Nuance Group shall receive the same priority as SpinCo Policy Pre-Separation Insurance Claims of members of the SpinCo Group and be treated equitably in all respects, including in connection with deductibles, retentions and coinsurance.

Section 8.04 Insurance Proceeds. Except as set forth on Schedule XXIII, any Insurance Proceeds received by the Nuance Group for members of the SpinCo Group or by the SpinCo Group for members of the Nuance Group shall be for the benefit, respectively, of the SpinCo Group (in the former case) or the Nuance Group (in the latter case). Any Insurance Proceeds received for the benefit of both the Nuance Group and the SpinCo Group shall be distributed pro rata based on the respective share of the underlying loss.

Section 8.05 Claims Not Reimbursed. Nuance shall not be liable to SpinCo for claims, or portions of claims, not reimbursed by insurers under any policy for any reason, including coinsurance provisions, deductibles, quota share deductibles, self-insured retentions, bankruptcy or insolvency of any insurance carrier(s), policy limitations or restrictions (including exhaustion of limits), any coverage disputes, any failure to timely file a claim by any member of the Nuance Group or any member of the SpinCo Group or any defect in such claim or its processing. In the event that insurable claims of both Nuance and SpinCo (or the members of their

respective Groups) exist relating to the same occurrence, the Parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense and shall not settle or compromise any such claim without the consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed subject to the terms and conditions of the applicable insurance policy). Nothing in this Section 8.05 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

Section 8.06 D&O Policies. On and after the Distribution Date, Nuance shall not, and shall cause the members of the Nuance Group not to, take any action that would limit the coverage of the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution Date under any directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, “D&O Policies”) maintained by the members of the Nuance Group in respect of claims relating to a period prior to the Distribution Date. Nuance shall, and shall cause the members of the Nuance Group to, reasonably cooperate with the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution Date in their pursuit of any coverage claims under such D&O Policies which could inure to the benefit of such individuals. Nuance shall, and shall cause members of the Nuance Group to, allow SpinCo and its agents and representatives, upon reasonable prior notice and during regular business hours, to examine the relevant D&O Policies maintained by Nuance and members of the Nuance Group pursuant to this Section 8.06. Nuance shall provide, and shall cause other members of the Nuance Group to provide, such cooperation as is reasonably requested by SpinCo in order for SpinCo to have in effect on and after the Distribution Date such new D&O Policies as SpinCo deems appropriate with respect to claims reported on or after the Distribution Date. Except as provided in this Section 8.06, the Nuance Group may, at any time, without liability or obligation to the SpinCo Group, amend, commute, terminate, buy-out, extinguish liability under or otherwise modify any “occurrence-based” insurance policy or “claims-made-based” insurance policy (and such claims will be subject to any such amendments, commutations, terminations, buy-outs, extinguishments and modifications); provided, however, that Nuance will notify SpinCo of any termination of any insurance policy.

Section 8.07 Insurance Cooperation. The Parties shall use reasonable best efforts to cooperate with respect to the various insurance matters contemplated by this Article VIII.

ARTICLE IX

FURTHER ASSURANCES AND ADDITIONAL COVENANTS

Section 9.01 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, but subject to the express limitations of this Agreement and of the Ancillary Agreements, each of the Parties shall, subject to Section 5.03, use reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate, and make effective, the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, but subject to the express limitations of this Agreement and of the Ancillary Agreements, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration, but at the expense of the requesting Party: (i) to execute and deliver, or use reasonable best efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party; (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all Consents of any Governmental Authority or any other Person under any permit, license, Contract, indenture or other instrument; (iii) to obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Spin-Off; and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement, the Ancillary Agreements and any transfers of Assets or assignments and assumptions of Liabilities hereunder and the other transactions contemplated hereby.

(c) On or prior to the Distribution Date, Nuance and SpinCo, in their respective capacities as direct and indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by SpinCo or any other Subsidiary of Nuance, as the case may be, to effectuate the transactions contemplated by this Agreement.

(d) Prior to the Distribution, if either Party identifies any commercial or other service that is needed to ensure a smooth and orderly transition of its business in connection with the consummation of the transactions contemplated hereby, and that is not otherwise governed by the provisions of this Agreement or any Ancillary Agreement, the Parties will cooperate in good faith to determine whether there is a mutually acceptable arm's-length basis on which the other Party will provide such service.

Section 9.02 Non-Solicit.

(a) SpinCo agrees that, for a period of 8 months following the Distribution Date, it shall not, and shall cause its Subsidiaries and Affiliates not to, without the prior written consent of Nuance, directly or indirectly, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any employee or consultant of the Nuance Group.

(b) Nuance agrees that, for a period of 8 months following the Distribution Date, it shall not, and shall cause its Subsidiaries and Affiliates not to, without the prior written consent of SpinCo, directly or indirectly, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any employee or consultant of the SpinCo Group.

(c) If a final and non-appealable judicial determination is made that any provision of this Section 9.02 constitutes an unreasonable or otherwise unenforceable restriction with respect to any particular jurisdiction, the provisions of this Section 9.02 will not be rendered void but will be deemed to be modified solely with respect to the applicable jurisdiction to the minimum extent necessary to remain in force and effect for the greatest period and to the greatest extent that such court determines constitutes a reasonable restriction under the circumstances.

ARTICLE X

TERMINATION

Section 10.01 Termination. This Agreement may be terminated by Nuance at any time, in its sole discretion, prior to the Distribution.

Section 10.02 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, neither Party (nor any member of their Group or any of their respective directors or officers) shall have any Liability or further obligation to the other Party or any member of its Group under this Agreement or the Ancillary Agreements.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement, the Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement or any Ancillary Agreement, on the one hand, and the provisions of any Local Transfer Agreement, on the other hand, the provisions of this Agreement and any such any Ancillary Agreement shall prevail and remain in full force and effect; without limiting the foregoing, no Assets or Liabilities, other than SpinCo Assets and SpinCo Liabilities (in each case, as defined in this Agreement), shall be transferred by Seller (as defined in the Local Transfer Agreements) or accepted by Buyer (as defined in the Local Transfer Agreements) under the Local Transfer Agreements notwithstanding anything to the contrary therein (including the definition of SpinCo Assets and SpinCo Liabilities (in each case, as defined in the Local Transfer Agreements)). Each Party hereto shall, and shall cause each of its Subsidiaries to, implement the provisions of and the transactions contemplated by the Local Transfer Agreement in accordance with the immediately preceding sentence.

(c) Nuance represents on behalf of itself and each other member of the Nuance Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform each of this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 11.02 Dispute Resolution. In furtherance of the provisions set forth in Section 6.02 and Section 6.03, in the event that either Party, acting reasonably, forms the view that

another Party has caused a material breach of the terms of this Agreement, then the Party that forms such a view shall serve written notice of the alleged breach on the other Party and the Parties shall work together in good faith to resolve any such alleged breach within thirty (30) days of such notice (a “Dispute”). If any such alleged breach is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve any such alleged breach within the following thirty (30) days of the referral of the matter to the senior executives. If no resolution is reached with respect to any such alleged breach in accordance with the procedures contained in this Section 11.02, then the Parties may seek to resolve such matter in accordance with Section 6.02, Section 6.03, Section 11.03, Section 11.04, Section 11.05 and Section 11.06.

Section 11.03 Governing Law; Jurisdiction. Any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Affiliates, successors and assigns under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 11.03, Section 11.04, Section 11.05 and Section 11.06 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 11.04 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY INCLUDING THEIR EXECUTION, PERFORMANCE OR ENFORCEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Section 11.05 Court-Ordered Interim Relief. In accordance with Section 11.03 and Section 11.04, at any time after giving notice of a Dispute, each Party shall be entitled to interim measures of protection duly granted by a court of competent jurisdiction: (1) to preserve the status quo pending resolution of the Dispute; (2) to prevent the destruction or loss of documents and other information or things relating to the Dispute; or (3) to prevent the transfer, disposition or hiding of assets. Any such interim measure (or a request therefor to a court of competent jurisdiction) shall not be deemed incompatible with the provisions of Section 11.02, Section 11.03

and Section 11.04. Until such Dispute is resolved in accordance with Section 11.02 or final judgment is rendered in accordance with Section 11.03 and Section 11.04, each Party agrees that such Party shall continue to perform its obligations under this Agreement and that such obligations shall not be subject to any defense or setoff, counterclaim, recoupment or termination.

Section 11.06 Specific Performance. Subject to Section 11.02 and Section 11.05, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond or similar security with such remedy are waived.

Section 11.07 Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, if any Party to this Agreement (or any of its successors or permitted assigns) (a) shall enter into a consolidation or merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's Assets or (b) shall transfer all or substantially all of such Party's Assets to any Person, then, in each such case, the assigning Party (or its successors or permitted assigns, as applicable) shall ensure that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party shall not be required to seek consent, but shall provide written notice and evidence of such assignment, assumption or succession to the non-assigning Party. No assignment permitted by this Section 11.07 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 11.08 Third-Party Beneficiaries. Except as expressly set forth in Section 7.10 and for the indemnification rights under this Agreement of any Nuance Indemnitee or SpinCo Indemnitee in his, her or its respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 11.09 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of

confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Nuance, to:

Nuance Communications, Inc.
1 Wayside Road
Burlington, MA 01803
Attn: Wendy Cassity, EVP and Chief Legal Officer
David Garfinkel, SVP Corporate Development
email: wendy.cassity@nuance.com
david.garfinkel@nuance.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams
Michael Vogel
email: sbarshay@paulweiss.com
swilliams@paulweiss.com
mvogel@paulweiss.com
Facsimile: 212-492-0040

If to SpinCo, to:

Cerence Inc.
15 Wayside Road
Burlington, MA 01803
Attn: Leanne Fitzgerald, General Counsel
Mark Gallenberger, Chief Financial Officer
email: leanne.fitzgerald@cerence.com
mark.gallenberger@cerence.com

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

Section 11.10 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 11.11 Publicity. Each of Nuance and SpinCo shall consult with the other, and shall, subject to the requirements of Section 7.09, provide the other Party the opportunity to review and comment upon any press releases or other public statements in connection with the Spin-Off or any of the other transactions contemplated hereby and any filings with any Governmental Authority or national securities exchange with respect thereto, in each case prior to the issuance or filing thereof, as applicable (including the Information Statement, the Parties' respective Current Reports on Form 8-K to be filed on the Distribution Date, the Parties' respective Quarterly Reports on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs, or if such quarter is the fourth fiscal quarter, the Parties' respective Annual Reports on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs (each such Quarterly Report on Form 10-Q or Annual Report on Form 10-K, a "First Post-Distribution Report")). Each Party's obligations pursuant to this Section 11.11 shall terminate on the date on which such Party's First Post-Distribution Report is filed with the Commission.

Section 11.12 Expenses. Except as set forth on Schedule XXIV, as otherwise expressly provided in this Agreement or in any Ancillary Agreement, (i) all third-party fees, costs and expenses incurred by

either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off prior to or on the Distribution Date, whether payable prior to, on or following the Distribution Date (but excluding, for the avoidance of doubt, any financing fees or interest payable in respect of any indebtedness incurred by SpinCo in connection with the Spin-Off), will be borne and paid by Nuance and (ii) all third-party fees, costs and expenses incurred by either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off following the Distribution Date, whether payable prior to, on or following the Distribution Date, will be borne and paid by the Party incurring such fee, cost or expense. For the avoidance of doubt, this Section 11.12 shall not affect each Party's responsibility to indemnify Nuance Liabilities or SpinCo Liabilities, as applicable, arising from the transactions contemplated by the Distribution.

Section 11.13 Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.14 Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

Section 11.15 Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 11.16 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

Section 11.17 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement or to any Ancillary Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule is attached, as applicable. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 11.16 above). The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." All references to "\$" or dollar amounts are to the lawful currency of the United States of America. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

CERENCE INC.

By: /s/ Leanne Fitzgerald
Name: Leanne Fitzgerald
Title: Vice President and Secretary

[Signature Page to Separation and Distribution Agreement]

TAX MATTERS AGREEMENT

BY AND BETWEEN

NUANCE COMMUNICATIONS, INC.

AND

CERENCE INC.

DATED AS OF SEPTEMBER 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.01 Definition of Terms	1
ARTICLE II ALLOCATION OF TAX LIABILITIES	9
Section 2.01 Taxes	9
Section 2.02 Allocation of Taxes	10
ARTICLE III PREPARATION AND FILING OF TAX RETURNS	11
Section 3.01 Parent Returns	11
Section 3.02 SpinCo Returns	11
Section 3.03 Tax Accounting Practices	12
Section 3.04 Right to Review Tax Returns	12
Section 3.05 Apportionment of Earnings and Profits and Tax Attributes	13
ARTICLE IV PAYMENTS	13
Section 4.01 Payment of Taxes	13
Section 4.02 Adjustments Resulting in Underpayments	14
Section 4.03 Indemnification Payments	14
Section 4.04 Payors; Payees; Treatment	14
ARTICLE V TAX BENEFITS	15
Section 5.01 Tax Benefits	15
ARTICLE VI TAX-FREE STATUS	16
Section 6.01 Representations of and Restrictions on SpinCo	16
Section 6.02 Restrictions on SpinCo	17
Section 6.03 Restrictions on Parent	18
Section 6.04 Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions	19
Section 6.05 Liability for Separation Tax Losses	20
Section 6.06 Payment of Separation Taxes	21
ARTICLE VII ASSISTANCE AND COOPERATION	22
Section 7.01 Assistance and Cooperation	22
Section 7.02 Tax Return Information	22
Section 7.03 Reliance by Parent	23
Section 7.04 Reliance by SpinCo	23
ARTICLE VIII TAX RECORDS	23
Section 8.01 Retention of Tax Records	23
Section 8.02 Access to Tax Records	24
Section 8.03 Preservation of Privilege	24

	Page (s)
ARTICLE IX TAX CONTESTS	24
Section 9.01 Notice	24
Section 9.02 Control of Tax Contests	25
ARTICLE X EFFECTIVE DATE; TERMINATION OF PRIOR INTERCOMPANY TAX ALLOCATION AGREEMENTS	26
ARTICLE XI SURVIVAL OF OBLIGATIONS	26
ARTICLE XII TREATMENT OF PAYMENTS; TAX GROSS-UP	26
Section 12.01 Treatment of Tax Indemnity and Tax Benefit Payment	26
Section 12.02 Tax Gross-Up	27
ARTICLE XIII DISAGREEMENTS	27
Section 13.01 Dispute Resolution	27
Section 13.02 Injunctive Relief	27
ARTICLE XIV EXPENSES	28
ARTICLE XV MISCELLANEOUS	28
Section 15.01 Counterparts; Entire Agreement; Corporate Power	28
Section 15.02 Governing Law; Jurisdiction	29
Section 15.03 Waiver of Jury Trial	29
Section 15.04 Specific Performance	30
Section 15.05 Assignability	30
Section 15.06 Third-Party Beneficiaries	30
Section 15.07 Notices	30
Section 15.08 Severability	32
Section 15.09 Headings	32
Section 15.10 Waivers of Default	32
Section 15.11 Amendments	32
Section 15.12 Further Action	33
Section 15.13 Interpretation	33

Schedules

Schedule A	ATB Entities
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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “Agreement”) is entered into as of September 30, 2019, by and between Nuance Communications, Inc., a Delaware corporation (“Parent”), and Cerence Inc., a Delaware corporation (“SpinCo”) (collectively, the “Companies” and each, a “Company”).

RECITALS

WHEREAS, Parent and SpinCo have entered into a Separation and Distribution Agreement, dated as of September 30, 2019 (the “Separation and Distribution Agreement”), providing for the separation of the SpinCo Business from the Parent Business;

WHEREAS, Parent and its Subsidiaries have engaged in certain restructuring transactions to facilitate the Spin-Off, as set forth in the Separation Step Plan;

WHEREAS, pursuant to the Separation Step Plan and the terms of the Separation and Distribution Agreement, Parent will, among other things, make the Contribution and the Distribution;

WHEREAS, for U.S. federal Income Tax purposes, it is intended that the Contribution and the Distribution, taken together, qualify as a transaction that is generally tax-free pursuant to Sections 368(a)(1)(D) and 355(a) of the Code; and

WHEREAS, the parties desire to provide for and agree upon the allocation between the parties of liabilities for Taxes arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation and Distribution Agreement.

“Active Trade or Business” means, with respect to each of the ATB Entities, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) by such entity and its “separate affiliated group” (as defined in Section 355(b)(3)(B) of the Code) of the trades or businesses relied upon to satisfy Section 355(b) of the Code with respect to the Distribution or any other applicable transaction identified in the Tax Opinions/Rulings or Representation Letters.

“Actually Realized” or “Actually Realizes” means, for purposes of determining the timing of the incurrence of any Tax Liability or the realization of a Refund (or any related Tax cost or Tax Benefit), whether by receipt or as a credit or other offset to Taxes otherwise payable, by a Person in respect of any payment, transaction, occurrence or event, the time at which the amount of cash Taxes paid (or Refund realized) by such Person is increased above (or reduced below) the amount of cash Taxes that such Person would have been required to pay (or Refund that such Person would have realized) but for such payment, transaction, occurrence or event.

“Affiliate” has the meaning set forth in the Separation and Distribution Agreement.

“Agreement” has the meaning set forth in the Recitals.

“Ancillary Agreements” has the meaning set forth in the Separation and Distribution Agreement.

“ATB Entities” means the entities listed on Schedule A.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by Law to close in New York, New York.

“Code” means the U.S. Internal Revenue Code of 1986.

“Companies” or “Company” has the meaning set forth in the Recitals.

“Contribution” has the meaning set forth in the Separation and Distribution Agreement.

“Distribution” has the meaning set forth in the Separation and Distribution Agreement.

“Distribution Date” has the meaning set forth in the Separation and Distribution Agreement.

“Effective Time” means the effective time of the Distribution, as set forth in the Separation and Distribution Agreement.

“Fifty-Percent or Greater Interest” has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code and the Treasury Regulations thereunder.

“Filing Company” has the meaning set forth in Section 4.01.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a Tax Period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local or non-U.S. taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for Refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (b) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of a state, local or non-U.S. taxing jurisdiction; (d) by any allowance of a Refund in respect of an overpayment of Tax, but only after the expiration of all periods during which such Refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a competent authority proceeding or determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

“Governmental Authority” has the meaning set forth in the Separation and Distribution Agreement.

“Group” has the meaning set forth in the Separation and Distribution Agreement.

“Income Taxes” means all federal, state, local, and non-U.S. income or franchise Taxes or other Taxes based on income or net worth.

“IRS” means the United States Internal Revenue Service.

“Joint Return” means any Tax Return that includes both a member of the Parent Group and a member of the SpinCo Group.

“Law” has the meaning set forth in the Separation and Distribution Agreement.

“Loss” has the meaning set forth in Section 5.01(b).

“Non-Filing Company” has the meaning set forth in Section 4.01.

“Non-Recoverable VAT” has the meaning set forth in Section 2.01(c).

“Notified Action” has the meaning set forth in Section 6.04(a).

“Parent” has the meaning set forth in the Recitals.

“Parent Affiliated Group” means the affiliated group (as such term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which Parent is the common parent.

“Parent Business” means all businesses and operations of the Parent Group, other than the SpinCo Business.

“Parent Group” has the meaning given to the term “Nuance Group” in the Separation and Distribution Agreement.

“Past Practices” has the meaning set forth in Section 3.03(a).

“Person” has the meaning set forth in the Separation and Distribution Agreement. For the avoidance of doubt, any entity may be a Person regardless of whether it is treated as disregarded for U.S. federal Income Tax purposes.

“Post-Distribution Tax Period” means any Tax Period (or portion thereof) beginning after the Distribution Date.

“Pre-Distribution Tax Period” means any Tax Period (or portion thereof) ending on or before the close of the Distribution Date.

“Privileged Documentation” has the meaning set forth in Section 8.03.

“Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by SpinCo management or shareholders, is a hostile acquisition, or otherwise, as a result of which SpinCo would merge or consolidate with any other Person or as a result of which any Person or Persons would (directly or indirectly) acquire, or have the right to acquire, from SpinCo and/or one or more holders of outstanding shares of SpinCo Capital Stock, a number of shares of SpinCo Capital Stock that would, when combined with any other changes in ownership of SpinCo Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (i) the value of all outstanding shares of stock of SpinCo as of the date of such transaction, or, in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of SpinCo as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by SpinCo of a shareholder rights plan or (ii) issuances by SpinCo that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting

power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof are intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated into this definition and its interpretation.

“Recipient” means, with respect to the transfers of assets and/or the assumption of liabilities occurring pursuant to any of the Separation Transactions, the Person receiving assets and/or assuming liabilities.

“Recoverable VAT” has the meaning set forth in Section 2.01(c).

“Refund” means any cash refund of Taxes or reduction of cash Taxes paid by means of credit, deduction, offset or otherwise.

“Representation Letters” means the statements of facts and representations, officer’s certificates, representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other Tax Authority) delivered by Parent, SpinCo or any of their respective Affiliates or representatives in connection with the rendering by Tax Counsel, and/or the issuance by the IRS or other Tax Authority, of the Tax Opinions/Rulings.

“Restriction Period” means the period beginning on the date of this Agreement and ending on, and including, the last day of the two-year period following the Distribution Date.

“Responsible Company” means, with respect to any Tax Return, the Company having responsibility for preparing such Tax Return under this Agreement.

“Retention Date” has the meaning set forth in Section 8.01.

“Ruling Request” means any letter filed by Parent with the IRS or other Tax Authority requesting a ruling regarding certain tax consequences of any of the Separation Transactions (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendments or supplements to such ruling request letter.

“Section 336(e) Election” has the meaning set forth in Section 7.07.

“Separate Return” means (i) in the case of the SpinCo Group, a Tax Return of any member of that Group (including any consolidated, combined, affiliated or unitary Tax Return) that does not include, for all or any portion of the relevant Tax Period, any member of the Parent Group and (ii) in the case of the Parent Group, a Tax Return of any member of that Group (including any consolidated, combined, affiliated or unitary Tax Return) that does not include, for all or any portion of the relevant Tax Period, any member of the SpinCo Group.

“Separation and Distribution Agreement” has the meaning set forth in the Recitals.

“Separation Related Tax Contest” means any Tax Contest in which the IRS, another Tax Authority or any other party asserts a position that could reasonably be expected to (a) adversely affect, jeopardize or prevent (i) the Tax-Free Status of the Contribution and the Distribution, taken together, or (ii) the intended tax treatment of any Separation Transaction (other than a Separation Transaction described in clause (i)) as set forth in the Tax Opinions/Rulings (or if not set forth in the Tax Opinions/Rulings, in the Separation Step Plan) or (b) otherwise affect the amount of Taxes imposed with respect to any of the Separation Transactions.

“Separation Step Plan” has the meaning set forth in the Separation and Distribution Agreement.

“Separation Tax Losses” means (i) all Taxes imposed pursuant to (or any reduction in a Refund resulting from) any settlement, Final Determination, judgment or otherwise; (ii) all third-party accounting, legal and other professional fees and court costs incurred in connection with such Taxes (or reduction in a Refund), as well as any other out-of-pocket costs incurred in connection with such Taxes (or reduction in a Refund); and (iii) all third-party costs, expenses and damages associated with any stockholder litigation or other controversy and any amount required to be paid by Parent (or any Affiliate of Parent) or SpinCo (or any Affiliate of SpinCo) in respect of any liability of or to shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from (x) the failure of the Contribution and the Distribution, taken together, to have Tax-Free Status; or (y) the failure of a Separation Transaction to have the intended tax treatment described in the Tax Opinions/Rulings (or, if not described in the Tax Opinions/Rulings, in the Separation Step Plan); provided that amounts shall be treated as having been required to be paid for purposes of clause (iii) of this definition to the extent they are paid in a good-faith compromise or settlement of an asserted claim.

“Separation Transactions” has the meaning set forth in the Separation and Distribution Agreement.

“SpinCo Affiliated Group” means the affiliated group (as such term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which SpinCo is the common parent following the Distribution Date.

“SpinCo Business” has the meaning set forth in the Separation and Distribution Agreement.

“SpinCo Business Balance Sheet” has the meaning set forth in the Separation and Distribution Agreement.

“SpinCo Capital Stock” means all classes or series of capital stock of SpinCo, including (i) the SpinCo Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in SpinCo for U.S. federal Income Tax purposes.

“SpinCo Common Stock” has the meaning set forth in the Separation and Distribution Agreement.

“SpinCo Group” has the meaning set forth in the Separation and Distribution Agreement.

“SpinCo Liabilities” has the meaning set forth in the Separation and Distribution Agreement.

“Spin-Off” has the meaning set forth in the Separation and Distribution Agreement.

“Straddle Period” means any Tax Period beginning on or before the Distribution Date and ending after the Distribution Date.

“Subsidiary” has the meaning set forth in the Separation and Distribution Agreement.

“Tax” or “Taxes” means any taxes, fees, assessments, duties or other similar charges imposed by any Tax Authority, including, income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers’ compensation, unemployment, disability, property, ad valorem, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, value-added, alternative minimum, estimated, unclaimed property or escheat, or other tax (including any fee, assessment, duty, or other charge in the nature of or in lieu of any tax), and any interest, penalties, additions to tax or additional amounts in respect of the foregoing. For the avoidance of doubt, Tax includes any increase in Tax as a result of a Final Determination.

“Tax Advisor” means a U.S. Tax counsel or other Tax advisor of recognized national standing reasonably acceptable to both Companies.

“Tax Advisor Dispute” has the meaning set forth in Section 13.01.

“Tax Attributes” means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, research and development credit or any other similar Tax item that could reduce a Tax or create a Tax Benefit.

“Tax Authority” means any Governmental Authority imposing any Tax, charged with the collection of Taxes or otherwise having jurisdiction with respect to any Tax.

“Tax Benefit” means any loss, deduction, Refund, credit, offset or other Tax item reducing Taxes paid or payable. For purposes of this Agreement, the amount of any Tax Benefit Actually Realized by a Person as a result of any such Tax item shall be determined on a “with and without basis” as the excess of (a) the hypothetical liability of such Person for the relevant Tax for the relevant Tax Period, calculated as if such Tax item had not been utilized but with all other facts unchanged, over (b) the actual liability of such Person for such Tax for such Tax

Period, calculated taking into account such Tax item (and, for this purpose, treating a Refund as a reduction in liability for Tax).

“Tax Contest” means an audit, review, examination or any other administrative or judicial proceeding with respect to Taxes (including any administrative or judicial review of any claim for any Refund or other Tax Benefit).

“Tax Counsel” means a U.S. Tax counsel or other Tax advisor of recognized national standing acceptable to Parent, in its sole discretion.

“Tax-Free Status” means the qualification of (i) the Contribution and the Distribution, taken together, as a “reorganization” described in Sections 368(a)(1)(D) and 355(a) of the Code, (ii) the Distribution as a transaction in which the stock distributed thereby is “qualified property” for purposes of Sections 355(c) and 361(c) of the Code (and neither Section 355(d) or 355(e) of the Code causes such stock to be treated as other than “qualified property” for such purposes), (iii) the Contribution and the Distribution, taken together, as a transaction in which Parent, SpinCo, and the members of each of the Parent Group and SpinCo Group, as applicable, recognize no income or gain for U.S. federal Income Tax purposes pursuant to Sections 355, 361 and/or 1032 of the Code, other than intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

“Tax Liability” means any liability or obligation for Taxes.

“Tax Opinions/Rulings” means the opinions of Tax Counsel and/or the rulings by the IRS or other Tax Authorities delivered to Parent in connection with the Spin-Off, or otherwise with respect to the Separation Transactions.

“Tax Period” means, with respect to any Tax, the period for which the Tax is reported or required to be reported as provided under the Code or other applicable Law.

“Tax Records” means any Tax Returns, Tax Return workpapers, documentation relating to any Tax Contest, and any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Laws or under any record retention agreement with any Tax Authority, in each case, with respect to otherwise relating to Taxes.

“Tax Return” means any report of Taxes due, any claim for Refund of Taxes paid, any information return with respect to Taxes, or any other report, statement, declaration, or document in respect of Taxes filed or required to be filed under the Code or other Law, including any attachments, exhibits or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“Transferor” means, with respect to the transfers of assets and/or assumption of liabilities occurring pursuant to any of the Separation Transactions, the Person transferring assets and/or whose liabilities are being assumed.

“Treasury Regulations” means the regulations promulgated under the Code.

“Unqualified Tax Opinion” means an unqualified “will” opinion of a Tax Counsel, and on which Parent may rely, to the effect that (a) a transaction will not affect the Tax-Free Status of the Contribution and the Distribution, taken together, and (b) will not adversely affect any of the conclusions set forth in the Tax Opinions/Rulings; provided that any tax opinion obtained in connection with a proposed acquisition of SpinCo Capital Stock entered into during the Restriction Period shall not qualify as an Unqualified Tax Opinion unless such tax opinion concludes that such proposed acquisition will not be treated as “part of a plan (or series of related transactions),” within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes the Distribution; provided, that any such opinion must assume that the Contribution and the Distribution, taken together, would have qualified for Tax-Free Status if the transaction in question did not occur.

“VAT” means any value-added Taxes, goods and services Taxes, or any similar or equivalent Taxes in any relevant jurisdiction.

ARTICLE II

ALLOCATION OF TAX LIABILITIES

Section 2.01 Taxes.

(a) Except as otherwise provided in Section 2.01(c), Parent shall be responsible for all Taxes (i) of the SpinCo Group for any Pre-Distribution Tax Period; (ii) of the SpinCo Group for any Straddle Period, but only to the extent allocated to Parent pursuant to Section 2.02; or (iii) imposed under Treasury Regulations Section 1.1502-6 or under any comparable or similar provision of state, local or non-U.S. Laws on any member of the SpinCo Group solely as a result of such company being a member of a consolidated, combined, affiliated or unitary group with any member of the Parent Group during any Tax Period, in each case to the extent in excess of amounts provided for in respect of such Taxes on the SpinCo Business Balance Sheet; provided that, solely for purposes of this Section 2.01(a), “SpinCo Group” shall not include any Person that becomes a Subsidiary of SpinCo after the Distribution.

(b) Except as otherwise provided in Section 2.01(c), SpinCo shall be responsible for all Taxes (i) of the SpinCo Group which are not the responsibility of Parent pursuant to Section 2.01(a) (including Income Taxes for Post-Distribution Tax Periods of any member of the SpinCo Group) and (ii) of the Parent Group attributable to acts or omissions of any member of the SpinCo Group taken after the Distribution (other than acts or omissions in the ordinary course of business or otherwise contemplated by the Separation and Distribution Agreement and Ancillary Agreements).

(c) All charges in respect of the transfers occurring pursuant to the Separation Transactions shall be exclusive of any VAT. Without limiting any provision of this

Agreement, (i) in the case of any VAT arising in connection with a Separation Transaction that is recoverable by the Recipient or any of its Affiliates under applicable Law (whether by way of Refund, input VAT, or otherwise) (any such VAT, "Recoverable VAT"), the Company of which Recipient is an Affiliate shall be responsible for any such Recoverable VAT, unless any such Recoverable VAT becomes non-recoverable as a result of an action or failure to act by the Transferor or any of its Affiliates, in which case the Company of which Transferor is an Affiliate shall be responsible for such VAT, and (b) in the case of any other VAT arising in connection with a Separation Transaction (such VAT, "Non-Recoverable VAT"), Parent shall be responsible for any such Non-Recoverable VAT, unless any such Non-Recoverable VAT becomes non-recoverable as a result of an action or failure to act by SpinCo or any of its Affiliates, in which case SpinCo shall be responsible for such VAT. Notwithstanding anything to the contrary in this Agreement, to the extent a Company (or any of its Affiliates) recovers (whether by way of Refund, input VAT, or otherwise) any VAT that was paid or otherwise borne by the other Company (or any of its Affiliates), the Company that received (or the Affiliate of which received) such recovery shall, without duplication of any other amounts payable pursuant to this Agreement, promptly pay over to such other Company (or its Affiliate) the amount of such recovery. For purposes of determining whether a Company (or its Affiliate) has received any such recovery of VAT, any Refund or input VAT received by a Company (or its Affiliate) shall be considered to be attributable to VAT arising in connection with the Separation Transactions prior to any Refund or input VAT being considered to be attributable to other payments of VAT. The Companies and their Affiliates shall cooperate to minimize any VAT and in obtaining any Refund, return or rebate of VAT, or applying an exemption or zero-rating for goods or services giving rise to any VAT, including by filing any exemption or other similar forms or providing valid tax identification numbers or other relevant registration numbers, certificates, invoices, or other documents.

Section 2.02 Allocation of Taxes.

(a) If any member of a Group is permitted but not required under applicable U.S. federal, state, local or non-U.S. Laws to treat the Distribution Date as the last day of a Tax Period with respect to any member of the SpinCo Group, then the Companies shall treat such day as the last day of the applicable Tax Period under such applicable Law, and shall file any elections necessary or appropriate for such treatment; provided that, for the avoidance of doubt, this Section 2.02(a) shall not be construed to require Parent to change its taxable year or treat the Distribution Date as the last day of a Tax Period of any member of the Parent Group.

(b) Transactions occurring, or actions taken, on the Distribution Date but after the Distribution outside the ordinary course of business by, or with respect to, any member of the SpinCo Group shall be deemed subject to the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) (and under any comparable or similar provision under state, local or non-U.S. Laws or regulations; provided that if there is no comparable or similar provision under state, local or foreign Laws or regulations, then the transaction will be deemed subject to the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B)) and as such shall for purposes of this Agreement be treated (and consistently reported by the Companies) as occurring in a Post-Distribution Tax Period of the SpinCo Group, as appropriate.

(c) Any Taxes for a Straddle Period with respect to the SpinCo Group (or entities in which any member of the SpinCo Group has an ownership interest) shall, for purposes of this Agreement, be apportioned between Parent and SpinCo based on the portion of the period ending on and including the Distribution Date and the portion of the period beginning after the Distribution Date, and each such portion of such period shall be deemed to be a Tax Period (whether or not it is in fact a Tax Period). Notwithstanding the foregoing, (a) any allocation of income or deductions required to determine any Income Taxes for a Straddle Period shall be made by means of a closing of the books and records of the SpinCo Group as of the close of business on the Distribution Date; provided that (i) Parent may elect to allocate Tax items (other than any extraordinary Tax items) ratably in the month in which the Distribution occurs (and if Parent so elects, SpinCo shall so elect) as described in Treasury Regulations Section 1.1502-76(b)(2)(iii) and corresponding provisions of state, local, and non-U.S. Laws; and (ii) subject to clause (i), exemptions, allowances or deductions that are calculated on an annual basis, and not on a closing of the books method, (including depreciation and amortization deductions) shall be allocated between the period ending on and including the Distribution Date and the period beginning after the Distribution Date based on the number of days for the portion of the Straddle Period ending on and including the Distribution Date, on the one hand, and the number of days for the portion of the Straddle Period beginning after the Distribution Date, on the other hand, and (b) any VAT or other transaction-based Taxes for a Straddle Period shall be allocated between the portion of the period ending on and including the Distribution Date and the portion of the period beginning after the Distribution Date by means of a closing of the books and records of the SpinCo Group as of the close of business on the Distribution Date.

(d) All Taxes in respect of deferred revenue or prepaid income actually received in a Pre-Distribution Tax Period shall be treated as Taxes for a Pre-Distribution Tax Period, whether or not such Taxes are payable with respect to a Pre-Distribution Tax Period or deferred to a Post-Distribution Tax Period (whether by election or otherwise).

ARTICLE III

PREPARATION AND FILING OF TAX RETURNS

Section 3.01 Parent Returns. Parent shall make all determinations with respect to, have ultimate control over the preparation of, and, except as otherwise provided in Section 3.02(b), file all (i) Joint Returns and Separate Returns of the Parent Group, in each case as it determines to be mandatory or advisable for all Tax Periods and (ii) Separate Returns of the SpinCo Group for all Pre-Distribution Tax Periods and for all Straddle Periods.

Section 3.02 SpinCo Returns.

(a) SpinCo shall make all determinations with respect to, have ultimate control over the preparation of and file all Tax Returns (other than those described in Section 3.01) for the SpinCo Group as it determines to be mandatory or advisable and for all Tax Periods; provided that (i) SpinCo shall cause Consolidated Mobile Corp. to file a separate Tax Return and not as a member of the SpinCo Affiliated Group, commencing with the Tax Period beginning as of the Distribution Date, (ii) SpinCo and its eligible Subsidiaries as of immediately following the Distribution Date (for the avoidance of doubt, other than Consolidated Mobile Corp.) shall elect to file a consolidated Tax Return under Treasury Regulations Section 1.1502-75 and file all Tax Returns as part of the SpinCo Affiliated Group, commencing with the Tax Period beginning as of the day immediately following the

Distribution Date and (iii) Consolidated Mobile Corp. shall not be included in the SpinCo Affiliated Group with respect to any Tax Period commencing before the date that is two years following the Distribution Date.

(b) SpinCo shall provide to Parent all information related to members of the SpinCo Group that is reasonably requested by Parent to complete any Tax Return which is the responsibility of Parent pursuant to Section 3.01, in the format reasonably requested by Parent, and as promptly as is reasonably practicable upon receiving such request. In particular, the SpinCo Group will support Parent with respect to data collection and compilation requirements, and will sign and file or cause to be signed and filed any Tax Return described in Section 3.01 that any member of the SpinCo Group is required by Law to sign and file.

(c) In the case of any Tax Return that is the responsibility of Parent pursuant to Section 3.01 and that relates to a Tax that is provided for on the SpinCo Business Balance Sheet, SpinCo shall pay to Parent the amount of the provision for such Tax no later than 10 days prior to the due date (including extensions) for the filing of such Tax Return.

Section 3.03 Tax Accounting Practices.

(a) Except as provided in Section 3.03(b), any Tax Return for any Pre-Distribution Tax Period, to the extent it relates to members of the SpinCo Group, shall be prepared in accordance with practices, accounting methods, elections, conventions and Tax positions used with respect to the Tax Return in question for periods prior to the Distribution (“Past Practices”), and, in the case of any item the treatment of which is not addressed by Past Practices, in accordance with generally acceptable Tax accounting practices. Notwithstanding the foregoing, for any Tax Return described in the preceding sentence, (i) a Company will not be required to follow Past Practices with either the written consent of the other Company (not to be unreasonably withheld, delayed or conditioned) or a “more likely than not” (or stronger) level opinion from a Tax Advisor that the proposed method of reporting is correct and (ii) Parent shall have the right to determine which entities will be included in any consolidated, combined, affiliated or unitary Tax Return that it is responsible for filing.

(b) The Companies shall report the Separation Transactions for all Tax purposes in a manner consistent with the Tax Opinions/Rulings and the intended tax treatment set forth in the Separation Step Plan, unless, and only to the extent, an alternative position is required pursuant to a Final Determination. Parent shall determine the Tax treatment to be reported on any Tax Return of any Tax issue relating to the Separation Transactions that is not covered by the Tax Opinions/Rulings or the Separation Step Plan.

Section 3.04 Right to Review Tax Returns. Upon request, each Company shall make available to the other Company the portion of any Tax Return for the Pre-Distribution Tax Period that relates to the SpinCo Group that the first Company is responsible for preparing under this Article III and in respect of which the other Company could reasonably be expected to be

liable for an unreimbursed Tax Liability, and shall consider in good faith any reasonable comments made by the other Company with respect to items that could reasonably be expected to result in an unreimbursed Tax Liability to such other Company. Except as specifically provided in the preceding sentence, nothing contained in this Agreement (including in Article VII), the Separation and Distribution Agreement or any Ancillary Agreement shall permit or be deemed to permit SpinCo or any of its Affiliates or representatives to review or otherwise have access to any Joint Return or any Separate Return of the Parent Group.

Section 3.05 Apportionment of Earnings and Profits and Tax Attributes

(a) If the Parent Affiliated Group or a member of the Parent Affiliated Group has a Tax Attribute, the portion, if any, of such Tax Attribute required to be apportioned to SpinCo or any member of the SpinCo Group and treated as a carryover to the first Post-Distribution Tax Period of SpinCo (or such member) shall be determined in good faith by Parent in accordance with Treasury Regulations Sections 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-36, 1.1502-79 and, if applicable, 1.1502-21A and 1.1502-79A, and Parent shall be entitled to make any elections in respect of the foregoing (including, for the avoidance of doubt, any election available under Treasury Regulations Section 1.1502-36(d)), in its sole discretion. Without limiting the foregoing, Parent shall be entitled, in its sole discretion, to make any elections available under Treasury Regulations Section 1.1502-36 to reattribute to Parent any Tax Attributes (including, for the avoidance of doubt, capital loss and net operating loss carryovers) of the SpinCo Group (including, for the avoidance of doubt, Consolidated Mobile Corp. and its Subsidiaries).

(b) No Tax Attribute with respect to consolidated, combined, affiliated or unitary federal Income Tax of the Parent Affiliated Group, other than those Tax Attributes described in Section 3.05(a), and no Tax Attribute with respect to consolidated, combined, affiliated or unitary state, local or non-U.S. Income Tax, in each case, arising in respect of a Joint Return shall be apportioned to SpinCo or any member of the SpinCo Group, except as Parent (or such member of the Parent Group as Parent shall designate) determines in good faith is otherwise required under applicable Law.

(c) Parent (or its designee) shall determine the portion, if any, of any Tax Attribute which must (absent a Final Determination to the contrary) be apportioned to SpinCo or any member of the SpinCo Group in accordance with this Section 3.05 and applicable Law and the amount of tax basis and earnings and profits to be apportioned to SpinCo or any member of the SpinCo Group in accordance with applicable Law, and shall provide written notice of the calculation thereof to SpinCo as soon as reasonably practicable after the information necessary to make such calculation becomes available to Parent. For the avoidance of doubt, Parent shall not be liable to any member of the SpinCo Group in respect of any determination under this Section 3.05, or for any failure of any determination under this Section 3.05 to be accurate under applicable Law.

ARTICLE IV

PAYMENTS

Section 4.01 Payment of Taxes. In the case of any Tax Return reflecting Taxes for which the Company that is not legally responsible for filing such Tax Return (the “Non-Filing Company”) is responsible for payment, in whole or in part, under Article II, (i) the Company responsible for filing such Tax Return (the “Filing Company”) shall pay any Taxes shown on such Tax Return as required to be paid to the applicable Tax Authority on or before the relevant due date (and provide notice and proof of payment to the Non-Filing Company), (ii) the

Responsible Company shall compute the amount of such Taxes allocable to the Non-Filing Company under the provisions of Article II and shall provide written notice, accompanied by a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto, to the other Company and (iii) the Non-Filing Company shall pay to the Filing Company the amount of such Taxes allocable to the Non-Filing Company under the provisions of Article II within twenty (20) Business Days of the date of receipt of such written notice and statement; provided that no such payment shall be required to be made earlier than five (5) Business Days prior to the relevant due date for the payment of such Taxes.

Section 4.02 Adjustments Resulting in Underpayments. In the case of any adjustment pursuant to a Final Determination with respect to any Tax Return reflecting Taxes for which the Non-Filing Company is responsible for payment, in whole or in part, under Article II, (i) the Filing Company shall pay to the applicable Tax Authority when due any additional Taxes due with respect to such Tax Return required to be paid as a result of such adjustment, (ii) the Responsible Company shall compute the amount of such Taxes allocable to the Non-Filing Company under the provisions of Article II and shall provide written notice, accompanied by a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto, to the other Company and (iii) the Non-Filing Company shall pay to the Filing Company the amount of such Taxes allocable to the Non-Filing Company under the provisions of Article II within twenty (20) Business Days of the date of receipt of such written notice and statement; provided that no such payment shall be required to be made earlier than five (5) Business Days prior to the date the additional Tax is required to be paid to the applicable Tax Authority.

Section 4.03 Indemnification Payments. Unless otherwise specified in this Agreement, all indemnification payments required to be made under this Agreement shall be made within twenty (20) Business Days of the date of receipt by the indemnifying Company of written notice from the indemnified Company of the amount owed, together with reasonable documentation showing the basis for the calculation of such amount and evidence of payment of such amounts by the indemnified Company to the relevant Tax Authority or other recipient.

Section 4.04 Payors; Payees; Treatment. All payments made under this Agreement shall be made by Parent directly to SpinCo and by SpinCo directly to Parent; *provided, however*, that if the Companies mutually agree with respect to any such payment, any member of the Parent Group, on the one hand, may make such indemnification payment to any member of the SpinCo Group, on the other hand, and vice versa (for the avoidance of doubt, if a Company makes a request to the other Company to the effect that any payment required to be made by it to the other Company or received by it from the other Company, in each case, pursuant to this Agreement, be made or received by a member of the relevant Company's Group other than a Company, the other Company's consent to such request shall not be unreasonably

ARTICLE V

TAX BENEFITS

Section 5.01 Tax Benefits.

(a) Except as set forth below, (i) Parent shall be entitled to any Refund (and any interest thereon received from the applicable Tax Authority) of any Taxes for which Parent is liable hereunder and (ii) SpinCo shall be entitled to any Refund (and any interest thereon received from the applicable Tax Authority) of any Taxes for which SpinCo is liable hereunder (other than any Refund to which Parent is entitled pursuant to clause (i) above). The Company receiving a Refund to which another Company is entitled hereunder, in whole or in part, shall pay over the amount of such Refund (or portion thereof) (and any interest on such amount received from the applicable Tax Authority but net of any costs and expenses (including Taxes) incurred by the Company (or a member of its Group) receiving such Refund in connection with obtaining or securing such Refund) to such other Company within twenty (20) Business Days after the receipt of such Refund or application of such Refund against Taxes otherwise payable. To the extent that any Refund (or portion thereof) in respect of which any amounts were paid over pursuant to the immediately preceding sentence is subsequently disallowed by the applicable Tax Authority, the Company that received such amounts shall promptly repay such amounts (together with any penalties, interest or other charges imposed by the relevant Tax Authority) to the other Company.

(b) If (i) a member of the SpinCo Group Actually Realizes any Tax Benefit as result of (A) an adjustment pursuant to a Final Determination that increases Taxes for which a member of the Parent Group is liable hereunder or otherwise, (B) any liability, obligation, loss or payment (each, a "Loss") for which a member of the Parent Group is required to indemnify any member of the SpinCo Group pursuant to this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement (in each case, without duplication of any amounts payable or taken into account under this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement) or (C) any Section 336(e) Election (including, for the avoidance of doubt, any Tax Benefit Actually Realized by any member of the SpinCo Group as a result of any step-up in asset basis for U.S. federal Income Tax purposes resulting from such Section 336(e) Election, except to the extent any such Tax Benefit is directly attributable to Taxes imposed on any member of the Parent Group as a result of such Section 336(e) Election and for which a member of the SpinCo Group has actually indemnified Parent pursuant to this Agreement), or (ii) a member of the Parent Group Actually Realizes any Tax Benefit as a result of (A) an adjustment pursuant to a Final Determination that increases Taxes for which a member of the SpinCo Group is liable hereunder or otherwise or (B) any Loss for which a member of the SpinCo Group is required to indemnify any member of the Parent Group pursuant to this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement (in each case, without duplication of any amounts payable or taken into account under this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement), SpinCo or Parent, as the case may be, shall make a payment to the other Company in an amount equal to the amount

of such Actually Realized Tax Benefit in cash within twenty (20) Business Days of Actually Realizing such Tax Benefit. To the extent that any Tax Benefit (or portion thereof) in respect of which any amounts were paid over pursuant to the foregoing provisions of this Section 5.01(b) is subsequently disallowed by the applicable Tax Authority, the Company that received such amounts shall promptly repay such amounts (together with any penalties, interest or other charges imposed by the relevant Tax Authority) to the other Company.

(c) No later than twenty (20) Business Days after a Tax Benefit described in Section 5.01(b) is Actually Realized by a member of the Parent Group or a member of the SpinCo Group, Parent or SpinCo, as the case may be, shall provide the other Company with a written calculation of the amount payable to such other Company pursuant to Section 5.01(b). In the event that Parent or SpinCo, as the case may be, disagrees with any such calculation described in this Section 5.01(c), Parent or SpinCo shall so notify the other Company in writing within twenty (20) Business Days of receiving such written calculation. Parent and SpinCo shall endeavor in good faith to resolve such disagreement, and, failing that, the amount payable under this Article V shall be determined in accordance with the disagreement resolution provisions of Article XIII as promptly as practicable.

ARTICLE VI

TAX-FREE STATUS

Section 6.01 Representations of and Restrictions on SpinCo.

(a) Each of Parent and SpinCo hereby represents and warrants that (A) it has examined all Ruling Requests, the Representation Letters and the Tax Opinions/Rulings (including, without limitation, the representations to the extent that they relate to the plans, proposals, intentions and policies of it, its Subsidiaries, its business or its Group), and (B) to the extent in reference to it, its Subsidiaries, its business or its Group, the facts presented and the representations made therein are true, correct and complete.

(b) SpinCo hereby represents and warrants that (A) it has no plan or intention of taking any action, or failing to take any action (or causing or permitting any member of the SpinCo Group to take or fail to take any action), or knows of any circumstance, that could reasonably be expected to (i) adversely affect, jeopardize or prevent the Tax-Free Status of the Contribution and the Distribution, taken together, (ii) adversely affect, jeopardize or prevent the intended tax treatment of any Separation Transaction (other than a Separation Transaction described in clause (i)) as set forth in the Tax Opinions/Rulings (or if not set forth in the Tax Opinions/Rulings, in the Separation Step Plan) or (iii) cause any representation or factual statement made in this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement, any Ruling Requests, the Representation Letters or the Tax Opinions/Rulings to be untrue, and (B) during the period beginning two years before the Distribution Date and ending on the Distribution Date, there was no "agreement, understanding, arrangement, substantial negotiations or discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the SpinCo Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or

directors regarding an acquisition of all or a significant portion of the SpinCo Capital Stock (and any predecessor); provided that no representation or warranty is made by SpinCo regarding any “agreement, understanding, arrangement, substantial negotiations or discussions” (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of Parent.

Section 6.02 Restrictions on SpinCo.

(a) SpinCo shall not take or fail to take, or cause or permit any Affiliate of SpinCo to take or fail to take, any action if such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in a Ruling Request, Representation Letters or Tax Opinions/Rulings. SpinCo shall not take or fail to take, or cause or permit any Affiliate of SpinCo to take or fail to take, any action if such action or failure to act would or reasonably could be expected to adversely affect, jeopardize or prevent (A) the Tax-Free Status of the Contribution and the Distribution, taken together, or (B) the intended tax treatment of any Separation Transaction (other than a Separation Transaction described in clause (A)) as set forth in the Tax Opinions/Rulings (or if not set forth in the Tax Opinions/Rulings, in the Separation Step Plan).

(b) From the Distribution Date until the first Business Day after the Restriction Period, SpinCo shall (i) maintain its status as a company engaged in an Active Trade or Business and (ii) not engage in any transaction that would or reasonably could result in it ceasing to be a company engaged in an Active Trade or Business.

(c) From the Distribution Date until the first Business Day after the Restriction Period, SpinCo shall not:

(i) enter into or permit to occur any Proposed Acquisition Transaction, or, to the extent SpinCo has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur;

(ii) merge or consolidate with any other Person, or liquidate or partially liquidate for U.S. federal income Tax purposes, provided that this Section 6.02(c)(ii) shall not apply to mergers, consolidations, liquidations, or partial liquidations effected exclusively between or among Affiliates of SpinCo in existence as of the date of this Agreement and which do not result in SpinCo (or any successor) ceasing to exist as a corporation for U.S. federal income Tax purposes;

(iii) in a single transaction or series of transactions sell or transfer 30% or more of the gross assets of any Active Trade or Business or 30% or more of the consolidated gross assets of the SpinCo Group (such percentages to be measured based on fair market value as of the Distribution Date);

(iv) redeem or otherwise repurchase (directly or through an Affiliate of SpinCo) any SpinCo Capital Stock;

(v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of SpinCo Capital Stock (including, without limitation, through the conversion of one class of SpinCo Capital Stock into another class of SpinCo Capital Stock);

(vi) cause or permit any ATB Entity to cease to engage in an Active Trade or Business; or

(vii) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in a Ruling Request, the Representation Letters or the Tax Opinions/Rulings) which in the aggregate (and taking into account any other transactions described in this subparagraph (c)) would or reasonably could have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire, directly or indirectly, stock representing a Fifty-Percent or Greater Interest in SpinCo (or any successor) or otherwise jeopardize the Tax-Free Status of the Contribution and the Distribution, taken together,

in each case, unless prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) SpinCo shall have requested that Parent obtain a private letter ruling (including a supplemental ruling, if applicable) from the IRS (a “Post-Distribution Ruling”) in accordance with Sections 6.05(b) and (d) to the effect that such transaction will not affect such Tax-Free Status, and Parent shall have received such a Post-Distribution Ruling in form and substance satisfactory to Parent in its reasonable discretion, (B) SpinCo shall have provided Parent with an Unqualified Tax Opinion in form and substance satisfactory to Parent in its reasonable discretion (provided that Parent shall use reasonable efforts to timely make a determination as to whether an opinion is satisfactory to Parent, and provided, further, that in determining whether an opinion is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions, and any management representations used as a basis for the Unqualified Tax Opinion) or (C) Parent shall have waived (which waiver may be withheld by Parent in its reasonable discretion) the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion.

(d) From the Distribution Date until the first Business Day after the one year period following the Distribution Date, no member of the SpinCo Group (including the SpinCo Affiliated Group or Consolidated Mobile Corp.) shall be liquidated or merged for U.S. federal Income Tax purposes.

Section 6.03 Restrictions on Parent. Parent agrees that it shall not take or fail to take, or cause or permit any Affiliate of Parent to take or fail to take, any action if such action or failure to act would or reasonably could be inconsistent with or cause to be untrue any statement, information, covenant or representation in a Ruling Request, any Representation Letters or Tax Opinions/Rulings. Parent shall not take or fail to take, or cause or permit any Affiliate of Parent to take or fail to take, any action that would or reasonably could be expected to adversely affect, jeopardize or prevent (A) the Tax-Free Status of the Contribution and the Distribution, taken together, or (B) adversely affect, jeopardize or prevent the intended tax treatment of any Separation Transaction (other than a Separation Transaction described in clause (A)) as set forth in the Tax Opinions/Rulings (or if not set forth in the Tax Opinions/Rulings, in the Separation Step Plan).

Section 6.04 Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions.

(a) If SpinCo determines that it desires to take one of the actions described in clauses (i) through (vii) of Section 6.02(c) (a “Notified Action”), SpinCo shall notify Parent of this fact in writing.

(b) Post-Distribution Rulings or Unqualified Tax Opinions at SpinCo’s Request. Unless Parent shall have waived the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion, upon the reasonable request of SpinCo pursuant to Section 6.02(c), Parent shall use commercially reasonable efforts in cooperating with SpinCo and in seeking to obtain, as expeditiously as possible, a Post-Distribution Ruling from the IRS (and/or any other applicable Tax Authority) or an Unqualified Tax Opinion for the purpose of permitting SpinCo to take the Notified Action, subject in all respects to the provisions of Section 6.02. Notwithstanding the foregoing, Parent shall not be required to file or cooperate in the filing of any request for a Post-Distribution Ruling under this Section 6.04(b) unless SpinCo represents that (A) it has reviewed such request for a Post-Distribution Ruling, and (B) all statements, information and representations relating to any member of the SpinCo Group contained in such request for a Post-Distribution Ruling are (subject to any qualifications therein) true, correct and complete. SpinCo shall reimburse Parent for all reasonable costs and expenses, including out-of-pocket expenses and expenses relating to the utilization of Parent personnel, incurred by the Parent Group in obtaining a Post-Distribution Ruling or Unqualified Tax Opinion requested by SpinCo within ten (10) Business Days after receiving an invoice from Parent therefor.

(c) Post-Distribution Rulings or Unqualified Tax Opinions at Parent’s Request. Parent shall have the right to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Parent determines to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion, SpinCo shall (and shall cause each Affiliate of SpinCo to) cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Post-Distribution Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS, any other applicable Tax Authority or a Tax Counsel; provided that SpinCo shall not be required to make (or cause any Affiliate of SpinCo to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which matters or events it has no control). Parent shall reimburse SpinCo for all reasonable costs and expenses, including out-of-pocket expenses and expenses relating to the utilization of SpinCo personnel, incurred by the Parent Group in connection with such cooperation within ten (10) Business Days after receiving an invoice from SpinCo therefor.

(d) Parent shall have sole and exclusive control over the process of obtaining any Post-Distribution Ruling, and only Parent shall be permitted to apply for a Post-Distribution Ruling. In connection with obtaining a Post-Distribution Ruling, Parent shall (A) keep SpinCo informed in a timely manner of all material actions taken or proposed to be taken by Parent in connection therewith; (B) (1) reasonably in advance of the submission of any request for any Post-Distribution Ruling provide SpinCo with a draft copy thereof; (2) reasonably consider SpinCo comments on such draft copy; and (3) provide SpinCo with a

final copy of such Post-Distribution Ruling; and (C) provide SpinCo with notice reasonably in advance of, and SpinCo shall have the right to attend, any formally scheduled meetings with the IRS or other applicable Tax Authority (subject to the approval of the IRS or such Tax Authority) that relate to such Post-Distribution Ruling. Neither SpinCo nor any Affiliate of SpinCo directly or indirectly controlled by SpinCo shall seek any guidance from the IRS or any other Tax Authority (whether written, oral or otherwise) at any time concerning the Separation Transactions (including the impact of any transaction on the Separation Transactions).

Section 6.05 Liability for Separation Tax Losses.

(a) Notwithstanding anything in this Agreement or the Separation and Distribution Agreement to the contrary (and in each case regardless of whether a Post-Distribution Ruling, Unqualified Tax Opinion or waiver described in clause (C) of Section 6.02(c) may have been provided), subject to Section 6.05(c), SpinCo shall be responsible for, and shall indemnify, defend, and hold harmless Parent and its Affiliates from and against, any Separation Tax Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Separation Transactions) of all or a portion of SpinCo's and/or its Affiliates' stock and/or assets by any means whatsoever by any Person, (B) any negotiations, understandings, agreements or arrangements by SpinCo or any of its Affiliates with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly a Fifty-Percent or Greater Interest in SpinCo (or any successor thereof), (C) any action or failure to act by SpinCo after the Distribution (including, without limitation, any amendment to SpinCo's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of SpinCo Capital Stock (including, without limitation, through the conversion of one class of SpinCo Capital Stock into another class of SpinCo Capital Stock), (D) any act or failure to act by SpinCo or any Affiliate of SpinCo described in Section 6.02 (regardless of whether such act or failure to act may be covered by a Post-Distribution Ruling, Unqualified Tax Opinion or waiver described in clause (C) of Section 6.02(c)) or (E) any breach by SpinCo of any of its agreements or representations set forth in Section 6.01.

(b) Notwithstanding anything in this Agreement or the Separation and Distribution Agreement to the contrary, subject to Section 6.05(c), Parent shall be responsible for, and shall indemnify, defend, and hold harmless SpinCo and its Affiliates from and against, any Separation Tax Losses that are attributable to, or result from any one or more of the following: (A) the acquisition of all or a portion of Parent's and/or its Affiliates' stock and/or its assets by any means whatsoever by any Person, (B) any negotiations, agreements or arrangements by Parent with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause any of the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Parent (or any successor thereof) representing a Fifty-Percent or Greater Interest therein, or (C) any act or failure to act by Parent or a member of the Parent

Group described in Section 6.03 or any breach by Parent of any of its agreements or representations set forth in Section 6.01(a).

(c) To the extent that any Separation Tax Loss reasonably could be subject to indemnity under both Sections 6.05(a) and (b), responsibility for such Separation Tax Loss shall be shared by Parent and SpinCo according to relative fault as determined by Parent in good faith.

Section 6.06 Payment of Separation Taxes.

(a) Calculation of Separation Taxes Owed. Parent shall calculate in good faith the amount of any Separation Tax Losses for which SpinCo is responsible under Section 6.05. Such calculation shall be binding on SpinCo absent manifest error.

(b) Notification of Separation Taxes Owed. At least fifteen (15) Business Days prior to the date of payment of any Separation Tax Losses, Parent shall notify SpinCo of the amount of any Separation Tax Losses for which SpinCo is responsible under Section 6.05. In connection with such notification, Parent shall make available to SpinCo the portion of any Tax Return or other documentation and related workpapers that are relevant to the determination of the Separation Tax Losses attributable to SpinCo pursuant to Section 6.05.

(c) Payment of Separation Taxes Owed.

(i) At least ten (10) Business Days prior to the due date of payment of any Separation Tax Losses with respect to which SpinCo has received notification pursuant to Section 6.06(b), SpinCo shall pay to Parent the amount attributable to the SpinCo Group as calculated by Parent pursuant to Section 6.06(a). If Parent determines that it does not have a reasonable basis to file a Tax Return in a manner consistent with the Tax Opinions/Rulings, SpinCo shall pay the amount of Separation Tax Losses for which it is responsible, as determined by Parent pursuant to Section 6.06(a) and reported to SpinCo pursuant to Section 6.06(b), at least ten (10) Business Days before such Tax Return is due (taking into account extensions).

(ii) With respect to all other Separation Tax Losses, SpinCo shall pay to Parent the amount attributable to the SpinCo Group as calculated by Parent pursuant to Section 6.06(a) within five (5) Business Days of the receipt by SpinCo of notification of the amount due.

(d) Section 336(e) Election. In the event that Parent determines (in its sole discretion) that a protective election under Section 336(e) of the Code (a "Section 336(e) Election") shall be made with respect to the Distribution, SpinCo shall (and shall cause its relevant Affiliates to) join with Parent (or its relevant Affiliate) in the making of that election and shall take any action reasonably requested by Parent or that is otherwise necessary to effect such election.

ARTICLE VII

ASSISTANCE AND COOPERATION

Section 7.01 Assistance and Cooperation.

(a) The Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's representatives, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies, including (i) preparing and filing Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any Refund or any Tax Benefit, in each case, pursuant to this Agreement or otherwise, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making available, upon reasonable notice, all information and documents in their possession relating to the other Company and its Affiliates as provided in Article VIII. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including employees and representatives of the Companies or their respective Affiliates) responsible for preparing, maintaining and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceeding relating to Taxes.

(b) Any information or documents provided under this Article VII or Article VIII shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision in this Agreement to the contrary, (i) neither Parent nor any of its Affiliates shall be required to provide SpinCo or any of its Affiliates or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate to SpinCo or any other member of the SpinCo Group, the business or assets of SpinCo or any other member of the SpinCo Group and (ii) in no event shall either of the Companies or any of its respective Affiliates be required to provide the other Company or any of its respective Affiliates or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any privilege. In addition, in the event that either Company determines that the provision of any information to the other Company or its Affiliates could be commercially detrimental, violate any Law or agreement or waive any privilege, the parties shall use reasonable best efforts to permit compliance with its obligations under this Article VII or Article VIII in a manner that avoids any such harm or consequence.

Section 7.02 Tax Return Information. Each Company shall provide to the other Company information and documents relating to its Group required by the other Company to prepare Tax Returns. Any information or documents the Responsible Company requires to prepare such Tax Returns shall be provided in such form as the Responsible Company reasonably requests and in sufficient time for the Responsible Company to file such Tax Returns on a timely basis (but in no event later than sixty (60) days after such request).

Section 7.03 Reliance by Parent. If any member of the SpinCo Group supplies information to a member of the Parent Group in connection with Taxes and an officer of a member of the Parent Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Parent Group identifying the information being so relied upon, the chief financial officer of SpinCo (or any officer of SpinCo as designated by the chief financial officer of SpinCo) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. SpinCo agrees to indemnify and hold harmless each member of the Parent Group and its directors, officers and employees from and against any fine, penalty or other cost or expense of any kind attributable to a member of the SpinCo Group having supplied, pursuant to this Article VII, a member of the Parent Group with inaccurate or incomplete information in connection with a Tax Liability.

Section 7.04 Reliance by SpinCo. If any member of the Parent Group supplies information to a member of the SpinCo Group in connection with a Tax Liability and an officer of a member of the SpinCo Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the SpinCo Group identifying the information being so relied upon, the chief financial officer of Parent (or any officer of Parent as designated by the chief financial officer of Parent) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. Parent agrees to indemnify and hold harmless each member of the SpinCo Group and its directors, officers and employees from and against any fine, penalty, or other cost or expense of any kind attributable to a member of the Parent Group having supplied, pursuant to this Article VII, a member of the SpinCo Group with inaccurate or incomplete information in connection with a Tax Liability.

ARTICLE VIII

TAX RECORDS

Section 8.01 Retention of Tax Records. Each Company shall preserve and keep all Tax Records (including emails and other digitally stored materials and related workpapers and other documentation) in its possession as of the Distribution Date or relating to Taxes of the Groups for Pre-Distribution Tax Periods or Taxes or Tax matters that are the subject of this Agreement, in each case, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Law, but in any event until the later of (i) 90 days after the expiration of any applicable statutes of limitations (taking into account any extensions), or (ii) seven years after the Distribution Date (such later date, the “Retention Date”). After the Retention Date, each Company may dispose of such Tax Records upon 90 days’ prior written notice to the other Company. If, prior to the Retention Date, a Company reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article VIII are no longer material in the administration of any matter under the Code or other applicable Law and the other Company agrees, then such first Company may dispose of such Tax Records upon 90 days’ prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book or other

record accumulation being disposed. The notified Company shall have the opportunity, at its cost, to copy or remove, within such 90-day period, all or any part of such Tax Records, and the other Company will then dispose of the same Tax Records.

Section 8.02 Access to Tax Records. The Companies and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records to the extent reasonably required by the other Company in connection with the preparation of financial accounting statements, audits, litigation, the preparation of Tax Returns or the resolution of items under this Agreement.

Section 8.03 Preservation of Privilege. The parties hereto agree to (and to cause the applicable members of their respective Groups to) cooperate and use commercially reasonable efforts to maintain privilege with respect to any documentation relating to Taxes existing prior to the Distribution Date or Separation Tax Losses to which privilege may reasonably be asserted (any such documentation, "Privileged Documentation"), including by executing joint defense and/or common interest agreements where necessary or useful for this purpose. No member of the SpinCo Group shall provide access to or copies of, or otherwise disclose to any Person, any Privileged Documentation without the prior written consent of Parent, such consent not to be unreasonably withheld, conditioned or delayed. No member of the Parent Group shall provide access to or copies of or otherwise disclose to any Person any Privileged Documentation without the prior written consent of SpinCo, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding any of the foregoing, in the event that (x) any Governmental Authority requests, outside of normal working hours, that either Company (or any of its Affiliates) provide to such Governmental Authority access to or copies of or otherwise disclose any Privileged Documentation, (y) immediate compliance with such request is required under applicable Law, and (z) such Company attempts in good faith to obtain the prior written consent of the other Company but is not able to do so, then such Company shall be permitted to comply with such request by such Governmental Authority without obtaining the prior written consent of the other Company and shall as promptly as practicable inform the other Company of such request and the access and/or disclosure provided pursuant thereto.

ARTICLE IX

TAX CONTESTS

Section 9.01 Notice. Each of the Companies shall provide prompt notice to the other Company of any written communication from a Tax Authority regarding any pending or threatened audit, assessment or proceeding or other Tax Contest relating to Taxes, Refunds or other Tax Benefits for which it may be entitled to indemnification by the other Company hereunder or for which it may be required to indemnify the other Company hereunder. Such notice shall include copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability and/or other relevant Tax matters in reasonable detail. The failure of one Company to notify the other of such communication in accordance with the immediately preceding sentences shall not relieve such other Company of any liability or obligation to pay such Tax or make indemnification payments under this Agreement, except to the extent that the failure timely to

provide such notification actually prejudices the ability of such other Company to contest such Tax liability (or contest any determination in respect of any Refund or Tax Benefit) or increases the amount of such Tax liability (or reduces the amount of such Refund or Tax Benefit).

Section 9.02 Control of Tax Contests.

(a) Except as otherwise provided in paragraphs (b) and (c), Parent shall control, and have sole discretion in handling, settling or contesting, any Tax Contest relating to any Joint Returns, as well as any Separate Returns that relate to a Pre-Distribution Tax Period or to a Straddle Period or other Tax Return if any such Tax Return is related to Taxes for which Parent is responsible pursuant to Article II, or the Tax treatment of the Separation Transactions, provided that (x) Parent shall act in good faith in connection with its control of any such Tax Contests and (y) SpinCo shall have the right at its sole cost and expense to participate in and advise on (including the opportunity to review and comment upon Parent's communications with the Tax Authority, which comments shall be incorporated upon the consent of Parent, not to be unreasonably withheld, delayed or conditioned) such items for which SpinCo would reasonably be expected to be liable under Article II or Section 6.06 as a result of such Tax Contest.

(b) Parent shall have exclusive control over any Separation Related Tax Contest, including exclusive authority with respect to any settlement of such Tax Contest, subject to the following provisions of this Section 9.02(b). In the event of any Separation Related Tax Contest as a result of which SpinCo could reasonably be expected (as determined in the sole discretion of Parent acting in good faith) to become liable for any Separation Tax Losses, (A) Parent shall keep SpinCo reasonably informed in a timely manner of all significant developments in respect of such Tax Contest and all significant actions taken or proposed to be taken by Parent with respect to such Tax Contest, (B) Parent shall timely provide SpinCo with copies of any written materials prepared, furnished or received in connection with such Tax Contest, (C) Parent shall consult with SpinCo reasonably in advance of taking any significant action in connection with such Tax Contest and (D) Parent shall offer SpinCo a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest. Notwithstanding anything in the preceding sentence to the contrary, the final determination of the positions taken, including with respect to settlement or other disposition, in any Separation Related Tax Contest shall be made in the sole discretion of Parent and shall be final and not subject to the dispute resolution provisions of Article XIII of this Agreement or Section 11.02 of the Separation and Distribution Agreement.

(c) Except as otherwise provided in paragraph (a) or (b), SpinCo shall have sole control over any Tax Contest that relates to Separate Returns of the SpinCo Group for any Post-Distribution Tax Period.

ARTICLE X

EFFECTIVE DATE; TERMINATION OF PRIOR INTERCOMPANY TAX ALLOCATION AGREEMENTS

Section 10.01 This Agreement shall be effective as of the Effective Time. To the knowledge of the parties hereto, there are no prior intercompany Tax allocation agreements or arrangements solely between or among Parent and/or any of its Subsidiaries, on the one hand, and SpinCo and/or any of its Subsidiaries, on the other hand and no termination of any such arrangement or agreement, or any settlement of amounts owing in respect of any such arrangement or agreement should be required. To the extent that, contrary to the expectation of the parties, there is any such intercompany arrangement or agreement in place as of immediately prior to the Effective Time, (i) such arrangement or agreement shall be deemed terminated as of the Effective Time, and (ii) amounts due under such agreements as of the date on which the Effective Time occurs shall be settled as promptly as practicable. Upon such settlement, no further payments by or to Parent or any of its Subsidiaries or by or to SpinCo or any of its Subsidiaries with respect to such agreements shall be made, and all other rights and obligations resulting from such agreements between the Companies and their Affiliates shall cease at such time. Any payments pursuant to such agreements shall be disregarded for purposes of computing amounts due under this Agreement.

ARTICLE XI

SURVIVAL OF OBLIGATIONS

Section 11.01 The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE XII

TREATMENT OF PAYMENTS; TAX GROSS-UP

Section 12.01 Treatment of Tax Indemnity and Tax Benefit Payment. In the absence of any change in Tax treatment under the Code or other applicable Law and except as otherwise agreed between the Companies or as otherwise required by applicable Law, for all Tax purposes, the Companies agree to treat, and to cause their respective Affiliates to treat, any payment required by this Agreement or by the Separation and Distribution Agreement as a contribution by Parent to SpinCo or a distribution by SpinCo to Parent, as the case may be, occurring immediately prior to the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the Treasury Regulations thereunder or Treasury Regulations Section 1.1502-33(d) (or under corresponding principles of other applicable Laws)) and any payment of interest or deductible Taxes, such as state Income Taxes, by or to a Tax Authority, as taxable or deductible, as the case may be, to the Company entitled under this Agreement to retain such payment or required under this Agreement to make such payment.

Section 12.02 Tax Gross-Up. If a Company incurs a Tax Liability as a result of its receipt of a payment pursuant to this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such Income Taxes), shall equal the amount of the payment which the Company receiving such payment would otherwise be entitled to receive.

ARTICLE XIII

DISAGREEMENTS

Section 13.01 Dispute Resolution. The Companies desire that collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in good faith all disagreements regarding their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a “Tax Advisor Dispute”) between any member of the Parent Group and any member of the SpinCo Group as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Companies shall negotiate in good faith to resolve the Tax Advisor Dispute. If, within thirty (30) Business Days such good faith negotiations do not resolve the Tax Advisor Dispute, then the matter will be referred to such Tax Advisor as the Companies mutually agree. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall resolve the Tax Advisor Dispute according to such procedures as the Tax Advisor deems advisable and shall furnish written notice to the Companies of its resolution of any such Tax Advisor Dispute as soon as practicable, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor shall be consistent with the terms of this Agreement, and if so consistent, shall be conclusive and binding on the Companies. Following receipt of the Tax Advisor’s written notice to the Companies of its resolution of the Tax Advisor Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. In accordance with Article XIV, each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Advisor. All fees and expenses of the Tax Advisor in connection with such referral shall be shared equally by the Companies.

Section 13.02 Injunctive Relief. Nothing in this Article XIII will prevent Parent from seeking injunctive relief to enforce the procedures provided for in Section 13.01 if any delay resulting from the efforts to resolve the Tax Advisor Dispute through the Tax Advisor could result in serious and irreparable injury to Parent. Notwithstanding anything to the contrary in this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement, Parent and SpinCo are the only members of their respective Groups entitled to commence a dispute resolution procedure under this Agreement, and each of Parent and SpinCo will cause its respective Group members not to commence any dispute resolution procedure other than through such Company as provided in this Article XIII.

ARTICLE XIV

EXPENSES

Section 14.01 Except as otherwise provided in this Agreement, each Company and its Affiliates shall bear their own expenses incurred in connection with the preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Company and delivered to the other Company. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement, the Separation and Distribution Agreement, the Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Companies with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Companies with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement, on the one hand, and the provisions of any Local Transfer Agreement, on the other hand, the provisions of this Agreement, the Separation and Distribution Agreement and any such Ancillary Agreement shall prevail and remain in full force and effect; without limiting the foregoing, no Assets or Liabilities, other than SpinCo Assets and SpinCo Liabilities (in each case, as defined in the Separation and Distribution Agreement), shall be transferred by Seller (as defined in the Local

Transfer Agreements) or accepted by Buyer (as defined in the Local Transfer Agreements) under the Local Transfer Agreements notwithstanding anything to the contrary therein (including the definition of SpinCo Assets and SpinCo Liabilities (in each case, as defined in the Local Transfer Agreements)). Each Company shall, and shall cause each of its Subsidiaries to, implement the provisions of and the transactions contemplated by the Local Transfer Agreement in accordance with the immediately preceding sentence.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 15.02 Governing Law; Jurisdiction. Any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Company irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Companies or any of their respective Affiliates, successors and assigns under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Companies hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Company agrees that a final judgment in any legal proceeding resolved in accordance with Section 13.02, this Section 15.02, Section 15.03 and Section 15.04 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 15.03 Waiver of Jury Trial. EACH COMPANY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY INCLUDING THEIR EXECUTION, PERFORMANCE OR ENFORCEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON

LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE COMPANIES AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Section 15.04 Specific Performance. Subject to Section 13.01 and Section 13.02, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement by SpinCo, Parent shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. SpinCo shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. SpinCo agrees that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss, and waives any defense in any action by Parent for specific performance that a remedy at Law would be adequate. SpinCo also waives any requirements that Parent secure or post any bond or similar security with respect to such remedy.

Section 15.05 Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Company without the prior written consent of the other Company. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Companies and their respective successors and assigns (including, but not limited to, any successor of Parent or SpinCo succeeding to the Tax Attributes of either under Section 381 of the Code). Notwithstanding the foregoing, if any Company (or any of its successors or permitted assigns) (a) shall enter into a consolidation or merger transaction in which such Company is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Company's Assets, or (b) shall transfer all or substantially all of such Company's Assets to any Person, then, in each such case, the assigning Company (or its successors or permitted assigns, as applicable) shall ensure that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Company under this Agreement, and the assigning Company shall not be required to seek consent, but shall provide written notice and evidence of such assignment, assumption or succession to the non-assigning Company. No assignment permitted by this Section 15.05 shall release the assigning Company from liability for the full performance of its obligations under this Agreement.

Section 15.06 Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any indemnified party in its capacity as such, (a) the provisions of this Agreement are solely for the benefit of the Companies and are not intended to confer upon any Person except the Companies any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 15.07 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon

written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Parent, to:

Nuance Communications, Inc.
1 Wayside Road
Burlington, MA 01803
Attn: Wendy Cassity, EVP and Chief Legal Officer
Steven Okpych, Vice President, Corporate Tax

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Jeffrey B. Samuels
Scott A. Barshay
Steven J. Williams
email: jsamuels@paulweiss.com
sbarshay@paulweiss.com
swilliams@paulweiss.com
Facsimile: 212-492-0582

If to SpinCo, to:

Cerence Inc.
15 Wayside Road
Burlington, MA 01803
Attn: Leanne Fitzgerald, General Counsel
James Haggerty, Senior Tax Director

Either Company may, by notice to the other Company, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Company agrees that nothing in this Agreement shall affect the other Company's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

Section 15.08 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Company. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 15.09 Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 15.10 Waivers of Default. No failure or delay of any Company (or the applicable member of its Group) in exercising any right or remedy under this Agreement, any other Ancillary Agreement or the Separation and Distribution Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Company of any default by the other Company of any provision of this Agreement shall not be deemed a waiver by the waiving Company of any subsequent or other default.

Section 15.11 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Company, unless such waiver, amendment,

supplement or modification is (a) in writing and signed by the authorized representative of each Company or (b) necessary (as determined in the sole discretion of Parent acting in good faith) to preserve the Tax-Free Status of the Contribution and the Distribution, taken together.

Section 15.12 Further Action. The parties hereto shall execute and deliver all documents, provide all information, and take or refrain from taking any action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Article IX.

Section 15.13 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” “herewith” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 15.11 above). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “\$” or dollar amounts are to the lawful currency of the United States of America. Any reference to any federal, state, local or non-U.S. statute or Law shall be deemed to also refer to all rules and regulations promulgated thereunder, in each case as amended from time to time, unless the context otherwise requires. References to a Person also refer to its predecessors and permitted successors and assigns. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Companies, and no presumption or burden of proof shall arise favoring or disfavoring either Company by virtue of the authorship of any provisions hereof.

IN WITNESS WHEREOF, the Companies have caused this Tax Matters Agreement to be executed by their duly authorized representatives.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity

Name: Wendy Cassity

Title: Executive Vice President and Chief
Legal Officer

CERENCE INC.

By: /s/ Leanne Fitzgerald

Name: Leanne Fitzgerald

Title: Vice President and Secretary

[Signature Page – Tax Matters Agreement]

TRANSITION SERVICES AGREEMENT

by and between

NUANCE COMMUNICATIONS, INC.

and

CERENCE OPERATING COMPANY

Dated as of September 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions	1
Section 1.01 Definitions	1
ARTICLE II Services	5
Section 2.01 Provision of Services	5
Section 2.02 Service Amendments and Additions	8
Section 2.03 Migration Projects	9
Section 2.04 No Management Authority	9
Section 2.05 Acknowledgement and Representation	9
ARTICLE III Real Estate	10
Section 3.01 Occupancy Rights	10
Section 3.02 Use	10
Section 3.03 License Fee	10
Section 3.04 License Term	10
Section 3.05 Access and Common Areas	10
Section 3.06 Compliance with Service Provider’s Policies	11
Section 3.07 Insurance	11
Section 3.08 Surrender	11
Section 3.09 License Rights	12
Section 3.10 Relocation	12
Section 3.11 Alterations	12
Section 3.12 Controlling Provisions	12
ARTICLE IV Additional Arrangements	12
Section 4.01 Cooperation and Access	12
Section 4.02 Intellectual Property	14
Section 4.03 Customer Receipt Payments and Bank Account Transition Process	15
Section 4.04 IT Agreements	16
Section 4.05 Certain Supplier Agreements	16
ARTICLE V Compensation	16
Section 5.01 Compensation for Services	16
Section 5.02 Payment Terms	17
Section 5.03 DISCLAIMER OF WARRANTIES	18

	<u>Page</u>
Section 5.04 Books and Records	19
ARTICLE VI Term	19
Section 6.01 Commencement	19
Section 6.02 Service Extension	19
Section 6.03 Termination	20
Section 6.04 Partial Termination	21
Section 6.05 Effect of Termination	21
ARTICLE VII Indemnification; Limitation of Liability	23
Section 7.01 Indemnification by Cerence Subsidiary	23
Section 7.02 Indemnification by Nuance	23
Section 7.03 Indemnification Procedures	23
Section 7.04 Exclusion of Other Remedies	24
Section 7.05 Other Indemnification Obligations Unaffected	24
Section 7.06 Limitation on Liability	24
ARTICLE VIII Other Covenants	25
Section 8.01 Attorney-in-Fact	25
Section 8.02 Further Assurances	25
ARTICLE IX Dispute Resolution	25
Section 9.01 General	25
Section 9.02 Resolution Committee	25
Section 9.03 Senior Executive Referral	26
Section 9.04 Court-Ordered Interim Relief	26
ARTICLE X Miscellaneous	26
Section 10.01 Title to Equipment; Title to Data	26
Section 10.02 Force Majeure	27
Section 10.03 Separation Agreement	27
Section 10.04 Relationship of Parties	27
Section 10.05 Confidentiality	27
Section 10.06 Counterparts; Entire Agreement	28
Section 10.07 Governing Law; Jurisdiction	28
Section 10.08 WAIVER OF JURY TRIAL	28
Section 10.09 Specific Performance	29
Section 10.10 Assignability	29
Section 10.11 Third-Party Beneficiaries	29

	<u>Page</u>
Section 10.12 Notices	29
Section 10.13 Severability	29
Section 10.14 Headings	30
Section 10.15 Waivers of Default	30
Section 10.16 Amendments	30
Section 10.17 Interpretation	30

Schedules:

Schedule A Services to be Provided to SpinCo Group

Schedule B Services to be Provided to Nuance Group

Schedule C Designated Work Product

Schedule D Related Services

Schedule E Service Coordinators

Schedule F Shared Real Property

Schedule G IT Agreements

Schedule H Certain Supplier Agreements

TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of September 30, 2019, by and between Nuance Communications, Inc., a Delaware corporation ("Nuance"), and Cerence Operating Company, a Delaware corporation ("Cerence Subsidiary").

RECITALS

WHEREAS, in connection with the contemplated Spin-Off of Cerence Inc., a Delaware corporation ("SpinCo"), and concurrently with the execution of this Agreement, Nuance and SpinCo are entering into a Separation and Distribution Agreement (the "Separation Agreement");

WHEREAS, Cerence Subsidiary is a wholly owned subsidiary of SpinCo;

WHEREAS, each of Nuance and Cerence Subsidiary may provide to the other certain services, as more particularly described in this Agreement, for a limited period of time following the Spin-Off; and

WHEREAS, each of Nuance and Cerence Subsidiary desires to reflect the terms of their agreement with respect to such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by this Agreement, Nuance and Cerence Subsidiary, for themselves, their successors and assigns, agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" has the meaning ascribed thereto in the Separation Agreement.

"Agreement" has the meaning ascribed thereto in the preamble.

"Ancillary Agreements" has the meaning ascribed thereto in the Separation Agreement.

"Applicable End Date" means, with respect to each Service, the date that is the Applicable Original Duration with respect to such Service following the Applicable Termination Date with respect to such Service.

"Applicable Original Duration" means, with respect to each Service, the duration of the period from the Distribution Date to the Applicable Termination Date with respect to such Service.

"Applicable Termination Date" means, with respect to each Service, the date that is twelve (12) months following the Distribution Date, or such other termination date

specified with respect to such Service, as applicable, in Schedule A or Schedule B, as applicable.

“Assets” has the meaning ascribed thereto in the Separation Agreement.

“Certain Supplier Agreements” means any contract or agreement of any member of the Nuance Group with a third party that supplies services to the SpinCo Group set forth on Schedule H.

“Consents” has the meaning ascribed thereto in the Separation Agreement.

“Cost of Services” means, with respect to each Service, the amount specified with respect to such Service in Schedule A or Schedule B, as applicable, to be paid by a Service Recipient in respect of such Service to the Service Provider of such Service.

“Customer Receipt Payee” has the meaning ascribed thereto in Section 4.03(a).

“Customer Receipt Payment” has the meaning ascribed thereto in Section 4.03(a).

“Customer Receipt Payment Period” has the meaning ascribed thereto in Section 4.03(a).

“Designated Work Product” means the work product developed during the term for Service Recipient’s exclusive use as part of the provision of Services hereunder and that are listed or described on Schedule C.

“Dispute” has the meaning ascribed thereto in Section 9.01.

“Dispute Notice” has the meaning ascribed thereto in Section 9.02.

“Distribution” has the meaning ascribed thereto in the Separation Agreement.

“Distribution Date” has the meaning ascribed thereto in the Separation Agreement.

“Force Majeure Event” has the meaning ascribed thereto in Section 10.02.

“Governmental Authority” has the meaning ascribed thereto in the Separation Agreement.

“Group” means either the Nuance Group or the SpinCo Group, as the context requires.

“Hourly Services” has the meaning ascribed thereto in Section 5.01(b).

“Hourly Services Expenses” has the meaning ascribed thereto in Section 5.01(b).

“Indemnatee” means a Nuance Indemnatee or a SpinCo Indemnatee, as the context requires.

“Information” has the meaning ascribed thereto in the Separation Agreement.

“Insurance Proceeds” has the meaning ascribed thereto in the Separation Agreement.

“Intended Payee” has the meaning ascribed thereto in Section 4.03(a).

“Interruption” has the meaning ascribed thereto in Section 2.01(j).

“IT Agreements” has the meaning ascribed thereto in Section 4.04.

“Law” has the meaning ascribed thereto in the Separation Agreement.

“Liabilities” has the meaning ascribed thereto in the Separation Agreement.

“Misdirected Customer Payment” has the meaning ascribed thereto in Section 4.03(a).

“Monthly License Fee” has the meaning ascribed thereto in Section 3.03.

“Nuance” has the meaning ascribed thereto in the preamble.

“Nuance Business” has the meaning ascribed thereto in the Separation Agreement.

“Nuance Group” has the meaning ascribed thereto in the Separation Agreement.

“Nuance Indemnitees” has the meaning ascribed thereto in the Separation Agreement.

“Omitted Services” has the meaning ascribed thereto in Section 2.02(a).

“Other Areas” has the meaning ascribed thereto in Section 3.05.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Person” has the meaning ascribed thereto in the Separation Agreement.

“Personal Data” has the meaning ascribed thereto by the EU General Data Protection Regulation, (EU) 2016/679 (“GDPR”).

“Process” has the meaning ascribed thereto by the GDPR.

“Project Work” has the meaning ascribed thereto in Section 2.03.

“Project Work Request” has the meaning ascribed thereto in Section 2.03.

“Related Service” has the meaning ascribed thereto in Section 6.02.

“Resolution Committee” has the meaning ascribed thereto in Section 9.02.

“Separation Agreement” has the meaning ascribed thereto in the recitals.

“Service Charge” has the meaning ascribed thereto in Section 5.01(a).

“Service Coordinator” has the meaning ascribed thereto in Section 2.01(c).

“Service Extension” has the meaning ascribed thereto in Section 6.02.

“Service Provider” means any member of the SpinCo Group or the Nuance Group, as applicable, in its capacity as the provider of any Services to any member of the Nuance Group or the SpinCo Group, respectively.

“Service Recipient” means any member of the SpinCo Group or the Nuance Group, as applicable, in its capacity as the recipient of any Services from any member of the Nuance Group or the SpinCo Group, respectively.

“Services” means the individual services identified in Schedule A or Schedule B, as applicable.

“Shared Real Property” has the meaning ascribed thereto in Section 3.01.

“Shutdown” has the meaning ascribed thereto in Section 2.01(i).

“Spin-Off” has the meaning ascribed thereto in the Separation Agreement.

“SpinCo” has the meaning ascribed thereto in the preamble.

“SpinCo Business” has the meaning ascribed thereto in the Separation Agreement.

“SpinCo Group” has the meaning ascribed thereto in the Separation Agreement.

“SpinCo Indemnitees” has the meaning ascribed thereto in the Separation Agreement.

“Sub-Contractor” has the meaning ascribed thereto in Section 2.01(e).

“Subsidiary” has the meaning ascribed thereto in the Separation Agreement.

“Taxes” has the meaning ascribed thereto in Section 5.01(d).

“Termination Charges” has the meaning ascribed thereto in Section 6.05(d).

“Third-Party Claim” has the meaning ascribed thereto in the Separation Agreement.

ARTICLE II

Services

Section 2.01 Provision of Services.

(a) Commencing immediately after the Distribution, Nuance shall, and shall cause the applicable members of the Nuance Group to, (i) provide, or otherwise make available, to Cerence Subsidiary and the applicable members of the SpinCo Group the Services set forth in Schedule A and (ii) pay, perform, discharge and satisfy, as and when due, its and their respective obligations as Service Recipients under this Agreement, in each case in accordance with the terms of this Agreement.

(b) Commencing immediately after the Distribution, Cerence Subsidiary shall, and shall cause the applicable members of the SpinCo Group to, (i) provide, or otherwise make available, to Nuance and the applicable members of the Nuance Group the Services set forth in Schedule B and (ii) pay, perform, discharge and satisfy, as and when due, its and their respective obligations as Service Recipients under this Agreement, in each case in accordance with the terms of this Agreement.

(c) Each Service Recipient and its respective Service Provider shall cooperate in good faith with each other in connection with the performance of the Services hereunder. Each of Nuance and Cerence Subsidiary agrees to appoint an employee representative (each such representative, a “Service Coordinator”) who will have overall responsibility for implementing, managing and coordinating the Services pursuant to this Agreement on behalf of Nuance and Cerence Subsidiary, respectively. Initially, the Service Coordinators will be the individuals set forth on Schedule E. Either Party may change its designated Service Coordinator at any time upon notice given to the other Party in accordance with Section 10.12. The Service Coordinators will consult and coordinate with each other on a regular basis, and no less frequently than monthly, during the term of this Agreement.

(d) The Service Provider shall determine the personnel who shall perform the Services to be provided by it. All personnel providing Services will remain at all times, and be deemed to be, employees or representatives solely of the Service Provider (or its Affiliates or Sub-Contractors) responsible for providing such Services for all purposes, and not to be deemed employees or representatives of the Service Recipient. The Service Provider (or its Affiliates or Sub-Contractors) will be solely responsible for payment of (i) all compensation, (ii) all income, disability, withholding and other employment taxes and (iii) all medical benefit premiums, vacation pay, sick pay and other employee benefits payable to or with respect to personnel who perform Services on behalf of such Service Provider. All such personnel will be under the sole direction, control and supervision of the Service Provider and the Service Provider has the sole right to exercise all authority with respect to the employment, substitution, termination, assignment and compensation of such personnel.

(e) The Service Provider may, at its option, from time to time, delegate any or all of its obligations to perform Services under this Agreement to any one or more of its Affiliates or engage the services of other professionals, consultants or other third

parties (each, a “Sub-Contractor”) in connection with the performance of the Services; provided, however, that (i) the Service Provider shall remain ultimately responsible for ensuring that its obligations with respect to the nature, scope, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Sub-Contractor and shall be liable for any failure of a Sub-Contractor to so satisfy such obligations (or if a Sub-Contractor otherwise breaches any provision hereof) and (ii) such Sub-Contractor agrees in writing to be bound by confidentiality provisions at least as restrictive to it as the terms of Section 10.05 of this Agreement. Except as agreed by the Parties in Schedule A or Schedule B or otherwise in writing, and subject to Section 2.01(g), any costs associated with engaging the services of an Affiliate of the Service Provider or a Sub-Contractor shall not affect the Cost of Services payable by the Service Recipient under this Agreement, and the Service Provider shall remain solely responsible with respect to payment for such Affiliate’s or Sub-Contractor’s costs, fees and expenses.

(f) Subject to the provisions of this Section 2.01, the Services shall be performed in substantially the same manner, scope, time frame, skill, care, nature and quality, with the same care, and to the same extent and service level as such Services (or substantially similar services) were provided to the SpinCo Business or the Nuance Business, as applicable, immediately prior to the Distribution Date, unless the Services are being provided by a Sub-Contractor who is also providing the same services to the Service Provider or a member of such Service Provider’s Group, in which case the Services shall be performed for the Service Recipient in the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as they are being performed for the Service Provider or such member of such Service Provider’s Group, as applicable. If the Service Provider has not provided such Services (or substantially similar services) immediately prior to the Distribution Date and such Services are not being performed by a Sub-Contractor who is also providing the same services to such Service Provider’s Group, then the Services shall be performed in a competent and professional manner consistent with industry standards. The Services shall be used solely for the operation of the SpinCo Business or the Nuance Business, as applicable (including any natural evolutions thereof), for substantially the same purpose as used by the applicable Service Recipient immediately prior to the date of this Agreement.

(g) The Parties acknowledge that the Service Provider may make changes from time to time in the manner of performing Services (including in respect of those Services provided by a Sub-Contractor) if the Service Provider is making similar changes in performing the same or substantially similar Services for itself or other members of its Group; provided, however, that, unless expressly contemplated in Schedule A or Schedule B, such changes shall not affect the Cost of Services for such Service payable by the Service Recipient under this Agreement or decrease the manner, scope, time frame, nature, quality or level of the Services provided to the Service Recipient, except (i) upon prior written approval of the Service Recipient and (ii) any actual and reasonable increase to the Service Provider in the cost of providing a Service may be charged to the Service Recipient on a pass-through basis to the extent such actual and reasonable increase is applied on a non-discriminatory basis as compared to the Service Provider’s Group.

(h) Nothing in this Agreement shall be deemed to require the provision of any Service by any Service Provider (or any Affiliate or Sub-Contractor of a Service Provider)

to any Service Recipient if the provision of such Service requires the Consent of any Person (including any Governmental Authority), whether under applicable Law, by the terms of any contract to which such Service Provider or any other member of its Group is a party or otherwise, unless and until, subject to Section 2.01(h)(ii), such Consent has been obtained.

(i) The Service Provider shall use commercially reasonable efforts to obtain as promptly as possible any Consent of any Person that may be necessary for the performance of the Service Provider's obligations pursuant to this Agreement. Any fees, expenses or extra costs incurred in connection with obtaining any such Consents shall be paid by the Service Recipient, and the Service Recipient shall use commercially reasonable efforts to provide assistance as necessary in obtaining such Consents.

(ii) In the event that the Consent of any Person, if required in order for the Service Provider to provide Services, is not obtained reasonably promptly after the Distribution Date, the Service Provider shall notify the Service Recipient and the Parties shall cooperate in devising an alternative manner for the provision of the Services affected by such failure to obtain such Consent and the Cost of Services associated therewith, such alternative manner and Cost of Services to be reasonably satisfactory to both Parties and agreed to in writing. If the Parties elect such an alternative plan, the Service Provider shall provide the Services in such alternative manner and the Service Recipient shall pay for such Services based on the alternative Cost of Services.

(iii) The Services shall not include, and no Service Provider (or any Affiliate or Sub-Contractor of a Service Provider) shall be obligated to provide, any service the provision of which to a Service Recipient following the Distribution would constitute a violation of any Law. In addition, notwithstanding anything to the contrary herein, the Service Provider (and the Affiliates and Sub-Contractors of the Service Provider) will not be required to perform or to cause to be performed any of the Services for the benefit of any third party or any other Person other than the applicable Service Recipient.

(iv) To the extent that any third-party proprietor of information or software to be disclosed or made available to any Service Recipient in connection with performance of the Services hereunder requires a specific form of non-disclosure agreement as a condition to its Consent to use the same for the benefit of the Service Recipient, or to permit the Service Recipient access to such information or software, the Service Recipient shall, as a condition to the receipt of such portion of the Services, execute (and shall cause its employees and Affiliates to execute, if required) any such form.

(i) If a Service Provider determines that it is necessary or appropriate to temporarily suspend a Service due to scheduled or emergency maintenance, modification, repairs, alterations or replacements (any such event, a "Shutdown"), Service Provider shall use commercially reasonable efforts to provide Service Recipient with reasonable prior notice of such Shutdown (including information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, and thereafter such Service Provider shall use commercially reasonable efforts to cooperate with Service Recipient to minimize any impact on the Services caused by such Shutdown.

(j) The Parties acknowledge that there may be unanticipated temporary interruptions in the provision of a Service, in each case for a period of less than forty-eight (48) hours (any such event, an “Interruption”). Service Provider shall use commercially reasonable efforts to provide Service Recipient with notice of such Interruption as soon as possible (including information regarding the nature and the projected length of such Interruption), and thereafter such Service Provider shall use commercially reasonable efforts to cooperate with Service Recipient to minimize any impact on the Services caused by such Interruption. The Service Provider shall not be excused from performance if it fails to use commercially reasonable efforts to remedy the situation causing such Interruption.

(k) In the event the obligations of Service Provider to provide any Service shall be suspended in accordance with Section 2.01(i) or Section 2.01(j), Service Provider and its Affiliates shall not have any liability whatsoever to Service Recipient arising out of or resulting from such suspension of Service Provider’s provision of such Service, except to the extent resulting from a breach by Service Provider of any agreement or covenant required to be performed or complied with by Service Provider pursuant to Section 2.01(i) or Section 2.01(j) (but subject to the other limitations on liability set forth in this Agreement).

(l) Neither Party nor any of their respective Affiliates shall have any obligation to purchase, upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by such Party or such Party’s Affiliates, or to provide any support or maintenance services for any computer hardware, software or network environment that has been upgraded, enhanced or otherwise modified from the computer hardware, software or network environments that are currently used by such Party or such Party’s Affiliates.

Section 2.02 Service Amendments and Additions.

(a) Within the first forty-five (45) days following the Distribution Date, each of Nuance and Cerence Subsidiary may request the other Party to provide services that (i) were provided by the Nuance Business or the SpinCo Business, as applicable, within the twelve (12) months prior to the Distribution Date and (ii) are reasonably necessary for the operation of the Nuance Business or the SpinCo Business, as applicable, as conducted as of the Distribution Date (“Omitted Services”). Any request for an Omitted Service shall be in writing and shall specify, as applicable, (A) the type and the scope of the requested service, (B) who is requested to perform the requested service, (C) where and to whom the requested service is to be provided and (D) the proposed term for the requested service. The Parties shall discuss in good faith the terms under which such Omitted Services may be provided.

(b) If a Party agrees to provide Omitted Services pursuant to Section 2.02(a), then the Parties shall in good faith negotiate an amendment to Schedule A or Schedule B, as applicable, which will describe in detail the service, project scope, term, price and payment terms to be charged for such Omitted Services. Once agreed to in writing, the amendment to Schedule A or Schedule B, as applicable, shall be deemed part of this Agreement as of such date and the Omitted Services, as applicable, shall be deemed “Services” provided hereunder, in each case subject to the terms and conditions of this Agreement; provided, however, that no Service Provider shall be required to provide any Omitted Services, at any price, that would prevent, or

be reasonably likely to prevent, or be inconsistent with the qualification of the Distribution as a tax-free transaction for U.S. federal, state and local income tax purposes.

Section 2.03 Migration Projects. Prior to the end of the applicable term, each Service Provider will provide the Service Recipient, upon written request (the “Project Work Request”), with such reasonable support as may be necessary to migrate the Services to the Service Recipient’s internal organization or to a third party provider (the “Project Work”), including exporting and providing (subject to applicable Law) all relevant data and information of the applicable Service Recipient from the systems of the applicable Service Provider or any party performing the Services on its behalf. After the Service Provider receives the Project Work Request, the Parties shall meet to discuss and agree on the scope and cost of the Project Work, taking into consideration the Service Provider’s then-available resources. Where required for migrating the Services, subject to applicable Law, Service Recipient’s personnel will be granted reasonable access to the respective facilities of the Service Provider during normal business hours. Subject to applicable Law, Project Work may be out-sourced to external service partners (including those involving conversion programs or other programming, or extraordinary management supervision or coordination); provided, that the Service Provider shall be responsible for the performance or non-performance of such partners. The Service Recipient shall pay its internal costs incurred in connection with all Project Work performed by its personnel and the internal costs of the Service Provider and the cost of all third-party providers engaged in completing a Project Work all shall be charged by the Service Provider to the Service Recipient on a pass-through basis. For the avoidance of doubt, any portion of the cost of Project Work associated with the setup of the Service Recipient’s data warehousing infrastructure or hosting environment shall be charged by the Service Provider to the Service Recipient on a pass-through basis.

Section 2.04 No Management Authority. No Service Provider (or any Affiliate or Sub-Contractor of a Service Provider) shall be authorized by, or shall have any responsibility under, this Agreement to manage the affairs of the business of any Service Recipient, or to hold itself out as an agent or representative of the Service Recipient.

Section 2.05 Acknowledgement and Representation. Each Party understands that the Services provided hereunder are transitional in nature. Each Party understands and agrees that the other Party is not in the business of providing Services to third parties and, except as set forth in Section 6.02, that neither Party has any interest in continuing (i) any Service beyond the Applicable Termination Date or (ii) this Agreement beyond the expiration of all Applicable Termination Dates or the termination of all Services in accordance with Section 6.04. As a result, the Parties have allocated responsibilities and risks of loss and limited liabilities of the Parties as stated in this Agreement based on the recognition that each Party is not in the business of providing Services to third parties. Such allocations and limitations are fundamental elements of the basis of the bargain between the Parties and neither Party would be able or willing to provide the Services without the protections provided by such allocations and limitations. During the term of this Agreement, each Party agrees to work diligently and expeditiously to establish its own logistics, infrastructure and systems to enable a transition to its own internal organization or other third-party providers of the Services and agrees to use its reasonable good faith efforts to reduce or eliminate its and its Affiliates’ dependency on the other Party’s provision of the Services as soon as is reasonably practicable.

ARTICLE III

Real Estate

Section 3.01 Occupancy Rights. Each Service Provider set forth on Schedule F, with respect to the location set forth on such Schedule opposite such Service Provider's name (each, a "Shared Real Property"), hereby grants to the Service Recipient set forth on such Schedule opposite such Shared Real Property, a limited license for reasonable use and access to the space utilized by such Service Recipient or any member of its Group in the conduct of the Nuance Business or the SpinCo Business, as applicable, as of the Distribution Date, for the sole purpose of transitioning the Nuance Business or the SpinCo Business, as applicable, and in accordance with the terms, covenants and conditions of this Article III. The Service Recipient's right to use and access the applicable Shared Real Property shall be consistent with the use and access afforded to the Nuance Business or the SpinCo Business, as applicable, as of the Distribution Date. The Service Recipient's use shall include the right to use the fixtures, improvements and furnishings located within the Shared Real Property consistent with such use as of the Distribution Date.

Section 3.02 Use. Each Service Recipient shall use the applicable Shared Real Property (and the furnishings contained therein) for the same purposes as such Shared Real Property is utilized as of the Distribution Date and for no other purpose. The Shared Real Property may be occupied only by the personnel of the applicable Service Recipient reasonably required in furtherance of the activities of the Nuance Business or the SpinCo Business, as applicable, or the other purposes set forth in this Agreement. The Service Recipient shall be responsible for pickup and delivery of goods at any common shipping dock at any Shared Real Property, and any shipments shall include proper labeling to distinguish the Service Recipient's goods from the Service Provider's goods.

Section 3.03 License Fee. Each Service Recipient shall pay a monthly gross license fee for its Shared Real Property as set out on Schedule F (each, a "Monthly License Fee"). The Monthly License Fee for each Shared Real Property shall be payable in advance on or before the first (1st) day of each calendar month of the term of the license. The Monthly License Fee for any period during the respective license term which is for less than one month shall be prorated.

Section 3.04 License Term. The license granted under this Article III will be effective as of immediately after the Distribution and will automatically expire at the earlier of (I) the end of the period set forth in Schedule F with respect to each Shared Real Property, or (II) the expiration date of the relevant underlying lease pertaining to each Shared Real Property (in which case the Service Provider shall provide to the Service Recipient written notice thirty (30) days prior to such expiration).

Section 3.05 Access and Common Areas. Unless otherwise specified on Schedule F, the Service Recipient (including its personnel) shall access the applicable Shared Real Property through existing employee entrances designated by the Service Provider. Access to any other areas ("Other Areas") in, on or about the applicable Shared Real Property (including conference room(s), break area(s), designated smoking area(s), restroom(s), machine shop(s),

shipping/receiving area(s) and cafeteria(s) other than to the extent located within the Shared Real Property) shall be as otherwise designated by the Service Provider in its reasonable discretion. Except as otherwise expressly provided herein, the Service Recipient shall not access any other areas.

Section 3.06 Compliance with Service Provider's Policies. The Service Recipient shall comply with the Service Provider's reasonable policies and procedures, security requirements and rules and regulations with respect to the applicable Shared Real Property and the Service Recipient's occupancy of such Shared Real Property. Such policies may be changed from time to time upon reasonable prior notice at the applicable Service Provider's sole reasonable discretion.

Section 3.07 Insurance. Each Party agrees, during the term of this license, to cause its Service Recipients under this Article III to carry and maintain (i) commercial general liability insurance with a single combined liability limit of \$5,000,000 per occurrence and (ii) workers' compensation/employer's liability insurance with a liability limit of \$1,000,000 per occurrence, and in the case of the policies described in clauses (i) and (ii), naming the applicable Service Provider (and other parties as may be reasonably required) as an additional insured, against liability with respect to accidents occurring on, in or about the applicable Shared Real Property or arising out of the use and occupancy of such Shared Real Property by the Service Recipient and its personnel and visitors. All such insurance policies shall contain a waiver of subrogation in the applicable Service Provider's favor. The Parties acknowledge that the Service Providers shall have no responsibility to insure or actively maintain any Service Recipient's personal property, including any Service Recipient's equipment and trade fixtures, located in the Shared Real Property. Notwithstanding the aforesaid liability limits, said limits shall not diminish or otherwise impact or affect the obligations of the Parties and their Service Recipients hereunder. The policy(s) maintained by the applicable Service Recipient shall be issued by a company licensed to do business in the country where the Shared Real Property is located and the applicable Service Recipient shall deposit a certificate evidencing the same with the applicable Service Provider on or before the Distribution Date. During the term of the license granted in Section 3.01, the applicable Service Providers under this Article III shall maintain insurance policies for the Shared Real Property as in effect as of the Distribution Date.

Section 3.08 Surrender. Upon the expiration or termination of the license granted under this Article III, each Service Recipient shall, at its sole cost and expense, (i) remove their personal property, equipment, trade fixtures and other goods and effects, and repair any damage to the Shared Real Property resulting from such removal, and (ii) otherwise quit and deliver up the Shared Real Property peaceably and quietly and in as good order and condition as the same were in on the Distribution Date, reasonable wear and tear, damage by fire and the elements excepted. In the event any Service Recipient fails to repair and perform the aforementioned facilities restoration and otherwise deliver the Shared Real Property as set forth above, the Service Provider or any member of its Group shall have the right to make said reasonable repairs and reasonably perform such facilities restoration, charge such Service Recipient or any member of its Group the reasonable costs of such repairs and restoration, and such Service Recipient or any member of its Group shall reimburse the Service Provider or the member of its Group, as applicable, within thirty (30) days of receipt of invoice. Any property left in the Shared Real Property after the expiration or termination of the license granted under

this Article III shall be deemed to have been abandoned and the property of the Service Providers to dispose of as the Service Providers deem expedient and at the sole cost and expense of the Service Recipients.

Section 3.09 License Rights. The rights granted herein in favor of each Service Recipient are in the nature of a license and shall not create any leasehold or other estate or possessory rights in Shared Real Property, and if the license granted under this Article III expires or is terminated, the Service Recipient shall vacate the Shared Real Property, and any occupancy or activity of the Service Recipient thereafter in the Shared Real Property shall be considered a trespass.

Section 3.10 Relocation. Each Service Provider shall have the right, at its cost, to relocate the applicable Service Recipient to other area(s) of each Shared Real Property by providing the Service Recipient reasonable advance notice, provided that such relocation does not reduce the rights of the Service Recipient or increase the obligations of the Service Recipient under this Agreement or unreasonably interrupt the day-to-day operations of the Nuance Business or the SpinCo Business, as applicable.

Section 3.11 Alterations. The Service Recipient shall not make any alterations, additions or improvements to the Shared Real Property.

Section 3.12 Controlling Provisions. In the event of a conflict between the terms of this Article III and any other provision in this Agreement with regard to the right to use the Shared Real Property specified in this Article III, the terms of this Article III shall control. In the event of a conflict between the terms of this Agreement and the terms set forth on Schedule F attached hereto, the terms of Schedule F shall control.

ARTICLE IV

Additional Arrangements

Section 4.01 Cooperation and Access.

(a) Subject to the other terms and conditions of this Agreement, Service Recipients shall cooperate with the Service Providers to the extent necessary or appropriate to facilitate the performance of the Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, subject to Section 10.05, (i) each Party shall make available on a timely basis to the other Party all information and materials requested by such Party to the extent reasonably necessary for the performance or receipt of the Services, (ii) each Party shall, and shall cause the members of its Group to, upon reasonable notice, give or cause to be given to the other Party and its Affiliates and Sub-Contractors reasonable access, during regular business hours and at such other times as are reasonably required, to the relevant premises and personnel to the extent reasonably necessary for the performance or receipt of the Services and (iii) each Party shall, and shall cause the members of its Group to, give the other Party and its Affiliates and Sub-Contractors reasonable access to, and all necessary rights to utilize, such Party's, and its Group's, information, facilities, personnel,

assets, systems and technologies to the extent reasonably necessary for the performance or receipt of the Services.

(b) Each Party shall (and shall cause the members of its Group and its personnel and the personnel of its Affiliates and Sub-Contractors providing or receiving Services to): (i) not attempt to obtain access to or use any information technology systems of the other Party or any member of its Group, or any confidential Information, Personal Data or competitively sensitive information owned, used or Processed by the other Party, except where it has been granted in writing the right to do so or, to the extent reasonably necessary to do so, to provide or receive Services; (ii) maintain reasonable security measures to protect the systems of the other Party and the members of its Group to which it has access pursuant to this Agreement from access by unauthorized third parties; (iii) follow applicable Laws and all of the other Party's security rules, access agreements, and procedures for restricting access and use, when allowed, to such other Party's information technology systems; (iv) when on the property of the other Party or any of its Affiliates, or when given access to any facilities, infrastructure or personnel of the other Party or any of its Affiliates, follow applicable Laws and all of the other Party's policies and procedures concerning health, safety, conduct and security which are made known to the Party receiving such access from time to time and (v) not disable, damage or erase or disrupt, interfere with or impair the normal operation of the information technology systems of the other Party or any member of its Group.

(c) Service Provider shall (i) immediately notify Service Recipient of any confirmed misuse, disclosure or loss of, or inability to account for, any Personal Data or any confidential or competitively sensitive Information, and any confirmed unauthorized access to Service Provider's facilities, systems or network, in each case, solely to the extent related to the Service Recipient; and Service Provider will investigate such confirmed security incidents and reasonably cooperate with Service Recipient's incident response team, supplying logs and other necessary information to mitigate and limit the damages resulting from such a security incident; provided that the Service Recipient agrees to reimburse Service Provider for time spent and actual travel expenses incurred in connection with any such investigation; and (ii) subject to applicable Law, use commercially reasonable efforts to comply with any commercially reasonable requests to assist Service Recipient with its electronic discovery obligations related to Services provided to the Service Recipient; provided that the Service Recipient agrees to reimburse Service Provider for time spent and actual travel expenses incurred for such response.

(d) In the event of a security breach that relates to the Services, the Parties shall, subject to any applicable Law, reasonably cooperate with each other regarding the timing and manner of (a) notification to their respective customers, potential customers, employees or agents concerning a breach or potential breach of security and (b) disclosures to appropriate Governmental Authorities.

(e) Notwithstanding anything to the contrary in this Agreement (but subject to the following proviso), any Personal Data transferred or otherwise made available to the other Party in connection with the Services shall be subject to any data transfer agreement required by applicable law, and each Party agrees to abide by the applicable provisions thereof, to the extent related to such data; provided, however, that any Personal Data provided by Service Recipient to Service Provider under this Agreement shall only be used to the extent reasonably

necessary for Service Provider to provide Services and solely for the applicable term of such Services.

Section 4.02 Intellectual Property.

(a) Each Party, on behalf of itself and its Affiliates, hereby grants to the other Party and to its Affiliates and Sub-Contractors providing Services under this Agreement a nonexclusive, nontransferable, world-wide, royalty-free, sublicensable license, for the term of this Agreement, to use the intellectual property owned by such Party and the members of its Group solely to the extent necessary for the other Party and the members of its Group to perform their obligations hereunder or receive the Services provided hereunder, as applicable.

(b) Subject to the terms of the Separation Agreement, each Service Provider acknowledges and agrees that the Designated Work Product is and shall remain the exclusive property of the applicable Service Recipient. The Service Provider acknowledges and agrees that, to the fullest extent permitted under applicable Law, the Designated Work Product is a “work made for hire,” as that phrase is defined in the Copyright Act of 1976 (17 U.S.C. §101), for the Service Recipient. To the extent title to any Designated Work Product vests in the Service Provider by operation of Law, in its capacity as a Service Provider, hereby assigns (and shall cause any such other Service Provider, and any Affiliate or Sub-Contractor of such Service Provider, to assign) to the relevant Service Recipient all right, title and interest in and to such Designated Work Product, and the Service Provider shall (and shall cause any Affiliate or Sub-Contractor of such Service Provider to) provide such assistance and execute such documents as the Service Recipient may reasonably request to assign to the relevant Service Recipient all right, title and interest in and to such work product. Each Service Recipient acknowledges and agrees that it will acquire no right, title or interest to any work product resulting from the provision of the Services hereunder that is not Designated Work Product, and such work product shall remain the exclusive property of the Service Provider.

(c) The Parties acknowledge that it may be necessary for each of them to make proprietary or third-party software available to the other in the course and for the purpose of performing Services, subject to Section 2.01(h) in the case of third-party software. Each Party (i) shall comply with all known license terms and conditions applicable to any and all proprietary or third-party software made available to such Party by the other Party in the course of the provision of Services hereunder and (ii) agrees that it shall use reasonable efforts to identify and provide to the other Party a copy of the applicable license terms (or, solely with respect to open source software or other software with publicly available license terms, information sufficient to direct such other Party to a copy thereof) for any and all proprietary or third-party software first made available to such other Party as of or after the Distribution Date, solely to the extent such provision would not violate the providing Party’s duty of confidentiality owed to any third party.

(d) Except as expressly specified in this Section 4.02, nothing in this Agreement will be deemed to grant one Party, by implication, estoppel or otherwise, any license rights, ownership rights or other rights in any intellectual property owned by the other Party (or any Affiliate or Sub-Contractor of the other Party).

Section 4.03 Customer Receipt Payments and Bank Account Transition Process.

(a) For a period of twelve (12) months immediately following the Distribution (“Customer Receipt Payment Period”), in the event any payments related to trade receivables intended for the SpinCo Group or the Nuance Group, as applicable (the “Intended Payee”), is incorrectly received by any member of the other Group (the “Customer Receipt Payee”) such Customer Receipt Payee will, as soon as reasonably practicable, but in no event in more than ten (10) business days following receipt of such payment (the “Misdirected Customer Payment”), send the applicable Intended Payee through wire transfer to an account designated by Intended Payee an amount equal to the value of such payment (each, a “Customer Receipt Payment”).

(b) For each Customer Receipt Payment, the Customer Receipt Payee must provide the applicable customer(s) payment details to allow the Intended Payee to identify the customer(s) and the related transaction(s) associated with the Customer Receipt Payment, including each customer’s name, accounts receivable account number and payment amount. On or prior to the Distribution Date, each Party shall provide the other Party with the relevant contact information of the persons to send this information.

(c) The Intended Payee will pursue corrections to the banking details internally. If a member of the SpinCo Group or the Nuance Group receives a Misdirected Customer Payment within the eleven (11) months following the Distribution, the Customer Receipt Payee will send a letter to the respective customer(s) every month following such payment for so long as such customer(s) continue to remit Misdirected Customer Payments (but in any event no longer than eleven (11) months following the Distribution), informing the customer of the need to use the correct bank account as designated by the Intended Payee. If such customer continues to send Misdirected Customer Payments in the eleventh (11th) month following the Distribution, the Customer Receipt Payee and the Intended Payee will send a final joint letter one month prior to the expiration of the Customer Receipt Payment Period.

(d) Each Party agrees to not send the other Party any Customer Receipt Payments from customers found on the U.S. Treasury Office of Foreign Assets Control’s Specially-Designated Nationals List or from any countries with which U.S. persons are prohibited from conducting business. Each Party agrees to not accept Customer Receipt Payments made in cash. Each Party agrees to immediately notify the other Party of any Customer Receipt Payments falling within the scope of this Section 4.03(d) and to cooperate with the other Party in taking any action recommended by the other Party in connection with such Customer Receipt Payments.

(e) All Customer Receipt Payments made by any Customer Receipt Payee to any Intended Payee hereunder shall be made by a wire transfer of immediately available funds in U.S. Dollars to a bank account designated in writing by the Intended Payee entitled to receive payment. Customer Receipt Payments may be bundled or sent on a per payment basis.

(f) All bank fees incurred for transmitting Customer Receipt Payments pursuant to this Section 4.03 will be paid by the Intended Payee and may be deducted from the

applicable Customer Receipt Payments sent to the Intended Payee by the Customer Receipt Payee.

Section 4.04 IT Agreements. Each Party acknowledges and agrees that the Services provided by a Service Provider through third parties or using third-party intellectual property are subject to the terms and conditions of any applicable agreements between the Service Provider and such third parties (such agreements, the “IT Agreements”), as set forth on Schedule G. The Service Provider shall use commercially reasonable efforts to obtain as promptly as possible any Consent of any Person that may be necessary for the performance of the Service Provider’s obligations pursuant to this Agreement in accordance with Section 2.01(h) (it being understood that each Service Recipient shall only be granted access to IT Agreements during the term of this Agreement, and upon expiration of the applicable service term shall procure its own standalone license with the applicable third-party provider).

Section 4.05 Certain Supplier Agreements. Following the Distribution and until one year after the Distribution Date, Nuance shall, and shall cause the members of the Nuance Group to, cooperate in any reasonable and permissible arrangement to provide that SpinCo and the other members of the SpinCo Group shall receive the interest in the benefits and obligations under the Certain Supplier Agreements in accordance with the provisions of such Certain Supplier Agreement. Payments due to a third party for use of the Certain Supplier Agreements by the SpinCo Business shall either, at Nuance’s sole option, be (i) paid by the member of the SpinCo Group receiving the benefit of such Certain Supplier Agreement or (ii) paid by a member of the Nuance Group and charged by Nuance to Cerence Subsidiary on a pass-through basis. Any internal or third-party costs incurred by Nuance in connection with Nuance’s cooperation in accordance with this Section 4.05 shall be charged by Nuance to Cerence Subsidiary on a pass-through basis. Without limiting Cerence Subsidiary’s obligations under Article VIII, Cerence Subsidiary shall indemnify and hold harmless the member of the Nuance Group party to such Certain Supplier Agreement for any Liability relating to, arising out of or resulting from Cerence Subsidiary’s use of the Certain Supplier Agreements and Nuance’s cooperation in accordance with this Section 4.05.

ARTICLE V

Compensation

Section 5.01 Compensation for Services. In each case except as expressly provided in Schedule A or Schedule B:

(a) As compensation for each Service rendered pursuant to this Agreement, the Service Recipient shall be required to pay to the Service Provider a fee for the Service equal to the Cost of Services specified for such Service in Schedule A or Schedule B, as applicable (each fee constituting a “Service Charge”).

(b) For Services with fees determined on an hourly basis (the “Hourly Services”), the Cost of Services are exclusive of any out-of-pocket third-party fees, costs and expenses that may be incurred by the Service Provider or any Sub-Contractor in connection with performing the Services. All of the costs and expenses described in this Section 5.01(b) (“Hourly

Services Expenses”) shall be charged by the Service Provider to the Service Recipient on a pass-through basis. For the avoidance of doubt, the Hourly Services Expenses shall be consistent with the Service Provider’s general approach with respect to such types of costs and expenses; provided that with respect to any Service, the Service Recipient’s prior written approval shall be required to the extent that Hourly Services Expenses exceed fifteen percent (15%) of the Service Charge paid and payable to the Service Provider for such Service in any calendar quarter.

(c) During the term of this Agreement, the amount of a Cost of Service for a Service may increase during a Service Extension, in accordance with Section 6.02.

(d) The amount of any actual and documented sales tax, value-added tax, goods and services tax or similar tax that is required to be assessed and remitted by the Service Provider in connection with the Services provided hereunder (“Taxes”) will be promptly paid to the Service Provider by the Service Recipient in accordance with Section 5.02. Such payment shall be in addition to the Cost of Services set forth in Schedule A or Schedule B, as applicable (unless such Tax is expressly already accounted for in the applicable Cost of Services). Notwithstanding the foregoing, (i) in the case of value-added Taxes, the Service Recipient shall not be obligated to pay such Taxes, unless the Service Provider has issued to the Service Recipient a valid value-added tax invoice in respect thereof, and (ii) in the case of all Taxes, the Service Recipient shall not be obligated to pay such Taxes if and to the extent that the Service Recipient has provided any valid exemption certificates or other applicable documentation that would eliminate or reduce the obligation to collect or pay such Taxes.

(e) Either Party shall have the right to deduct or withhold from any payments otherwise payable under this Agreement such amounts as are required by applicable Law to be deducted or withheld with respect thereto and, to the extent such amounts are duly and timely remitted to the appropriate Governmental Authority, such deducted or withheld amounts shall be treated as paid to the other Party for all purposes of this Agreement; provided, however, that each Party shall notify the other Party in writing of any anticipated withholding at least fifteen (15) business days prior to making any such deduction or withholding and will cooperate with the other Party in obtaining any available exemption from or reduction of such deduction or withholding. The Party making such deduction or withholding shall promptly provide to the other Party tax receipts or other documents evidencing the payment of any such deducted or withheld amount to the applicable Governmental Authority.

Section 5.02 Payment Terms.

(a) The Service Provider shall bill the Service Recipient monthly in U.S. Dollars, within thirty (30) business days after the end of each month, or at such other interval specified with respect to a particular Service in Schedule A or Schedule B, as applicable, an amount equal to the aggregate Cost of Services due for all Services provided in such month or other specified interval, as applicable, plus any Taxes. Invoices shall set forth a description of the Services provided and reasonable documentation to support the charges thereon, which invoice and documentation shall be in the same level of detail and in accordance with the procedures for invoicing as provided to the Service Provider’s other businesses. Invoices shall be directed to the Service Coordinator appointed by Nuance or Cerence Subsidiary, as applicable, or to such other Person designated in writing from time to time by such Service

Coordinator. The Service Recipient shall pay such amount in full within thirty (30) days after receipt of each invoice by wire transfer of immediately available funds to the account designated by the Service Provider for this purpose. If the thirtieth (30th) day falls on a weekend or a holiday, the Service Recipient shall pay such amount on or before the following business day. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Taxes for each Service during the month or other specified interval to which such invoice relates. In addition to any other remedies for non-payment, if any payment is not received by the Service Provider on or before the date such amount is due, then a late payment interest charge, calculated at the annual rate equal to the "Prime Rate" as reported on the thirtieth (30th) day after the date of the invoice in *The Wall Street Journal* (or, if such day is not a business day, the first business day immediately after such day), calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the thirty (30)-day payment period and the actual payment date, shall immediately begin to accrue and any such late payment interest charges shall become immediately due and payable in addition to the amount otherwise owed under this Agreement. The Service Recipient may elect by written notice to Service Provider to have invoices directed to and paid by any of Service Recipient's subsidiaries and, in such event, Service Recipient will make appropriate arrangements for the internal allocation of such invoiced costs within its Group. The Parties shall cooperate to achieve an invoicing structure that minimizes taxes for both Parties, including by implementing a local-to-local invoicing structure where applicable.

(b) The Service Recipient shall notify the Service Provider promptly, and in no event later than thirty (30) days following receipt of the Service Provider's invoice, of any disputed amounts. If the Service Recipient does not notify the Service Provider of any disputed amounts within such thirty (30)-day period, then Service Recipient will be deemed to have accepted the Service Provider's invoice. Any objection to the amount of any invoice shall be deemed to be a Dispute hereunder subject to the provisions applicable to Disputes set forth in Article IX. The Service Recipient shall pay any undisputed amount, and all Taxes (whether or not disputed), in accordance with this Section 5.02. The Service Provider shall, upon the written request of a Service Recipient, furnish such reasonable documentation to substantiate the amounts billed, including listings of the dates, times and amounts of the Services in question where applicable and practicable. The Service Recipient may withhold any payments subject to a Dispute other than Taxes; provided that any disputed payments, to the extent ultimately determined to be payable to the Service Provider, shall bear interest as set forth in Section 5.02(a).

(c) Subject to Section 5.02(b), no Service Recipient shall withhold any payments to its Service Provider under this Agreement in order to offset payments due to such Service Recipient pursuant to this Agreement, the Separation Agreement, any Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 10.07. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 5.03 **DISCLAIMER OF WARRANTIES.** WITHOUT LIMITATION TO THE COVENANTS RELATING TO THE PROVISION OF SERVICES SET FORTH IN Section 2.01(f), THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS

OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MEMBER OF THE NUANCE GROUP OR OF THE SPINCO GROUP, AS SERVICE PROVIDER, MAKES ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN.

Section 5.04 Books and Records. Nuance and Cerence Subsidiary shall each, and shall each cause the members of their Group to, maintain complete and accurate books of account as necessary to support calculations of the Cost of Services for Services rendered by it or the other members of its Group as Service Providers and shall make such books available to the other, upon reasonable notice, during normal business hours; provided, however, that to the extent Nuance's or Cerence Subsidiary's books, or the books of the members of their Group, contain Information relating to any other aspect of the Nuance Business or the SpinCo Business, as applicable, Nuance and Cerence Subsidiary shall negotiate a procedure to provide the other Party with necessary access while preserving the confidentiality of such other records.

ARTICLE VI

Term

Section 6.01 Commencement. This Agreement is effective as of the date hereof and shall remain in effect with respect to a particular Service until the occurrence of the Applicable Termination Date applicable to such Service (or, subject to the terms of Section 6.02, the expiration of any Service Extension applicable to such Service), unless earlier terminated (i) in its entirety or with respect to a particular Service, in each case in accordance with Section 6.03 or Section 6.04, or (ii) by mutual consent of the Parties. Notwithstanding anything to the contrary contained herein, if the Separation Agreement shall be terminated in accordance with its terms, this Agreement shall be automatically terminated and void ab initio with no further action by the Parties and shall be of no force and effect.

Section 6.02 Service Extension. Except as expressly provided in Schedule A or Schedule B, if the Service Recipient reasonably determines that it will require a Service to continue beyond the Applicable Termination Date or the end of a subsequent extension period, the Service Recipient may request the Service Provider to extend the term of such Service for the desired renewal period(s) (each, a "Service Extension") by written notice to the Service Provider no less than forty-five (45) days prior to end of the then-current Service term; provided that a Service Recipient may only request to extend a Service that is included on Schedule D if it requests to extend all other Services that are designated on Schedule D as a Related Service with respect to such Service. The Service Provider shall respond to any such request for a Service Extension within fifteen (15) days of receipt and shall use commercially reasonable efforts to comply with such Service Extension request; provided, however, that (i) the Service Extensions with respect to each Service shall not extend the term of such Service to a date beyond the Applicable End Date applicable to such Service, (ii) the Service Provider will not be in breach of its obligations under this Section 6.02 if it is unable to comply with a Service Extension request through the use of commercially reasonable efforts, including where a Consent that is required in order for the Service Provider to continue to provide the applicable Service during the requested Service Extension cannot be obtained by the Service Provider through the use of commercially

reasonable efforts, (iii) the Service Provider shall not be required to contribute capital, pay or grant any consideration or concession in any form (including by providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make any Consent that is required in order for the Service Provider to continue to provide the applicable Service during the requested Service Extension (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Service Recipient, as promptly as reasonably practicable) and (iv) each Service Extension is permissible under applicable Law and would not prevent, or be reasonably likely to prevent, or be inconsistent with the qualification of the Distribution as a tax-free transaction for U.S. federal, state and local income tax purposes. With respect to Schedule A or Schedule B, as applicable, the Cost of Services specified for such Service in Schedule A or Schedule B, as applicable, shall be amended to include (i) for the period from the Applicable Termination Date until the date that is one half of the Applicable Original Duration following the Applicable Termination Date, an incremental surcharge of 10% and (ii) for the period from the date that is one half of the Applicable Original Duration following the Applicable Termination Date to the Applicable End Date, an incremental surcharge of 20%. The Parties shall amend the terms of Schedule A or Schedule B, as applicable, to reflect the new Service term and Cost of Services within five (5) days following the Service Provider's agreement to a Service Extension, subject to the conditions set forth in this Section 6.02. Each such amended Schedule A or Schedule B, as applicable, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such agreement.

Section 6.03 Termination.

(a) This Agreement may be terminated:

(i) by either Nuance or Cerence Subsidiary at any time upon written notice to the other Party (which notice shall specify the basis for such claim for breach of this Agreement), if the other Party materially breaches this Agreement (and the period for resolution of the Dispute relating to such breach set forth in Section 9.01 has expired), effective upon not less than thirty (30)-days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party; or

(ii) except as otherwise provided by Law, by either Nuance or Cerence Subsidiary at any time upon written notice to the other Party, if (i) the other Party is adjudicated as bankrupt, (ii) any insolvency, bankruptcy or reorganization proceeding is commenced by the other Party under any insolvency, bankruptcy or reorganization act, (iii) any action is taken by others against the other Party under any insolvency, bankruptcy or reorganization act and such Party fails to have such proceeding stayed or vacated within ninety (90) days or (iv) if the other Party makes an assignment for the benefit of creditors, or a receiver is appointed for the other Party which is not discharged within thirty (30) days after the appointment of the receiver.

Section 6.04 Partial Termination.

(a) If a Service Provider or Service Recipient materially breaches any of its respective obligations under this Agreement with respect to a Service (and the period for resolution of the Dispute relating to such breach set forth in Section 9.01 has expired), the non-breaching Service Recipient or Service Provider, as applicable, may terminate this Agreement with respect to the Service to which such obligations apply, effective upon not less than thirty (30) days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party. The termination of this Agreement with respect to any Service pursuant to this Section 6.04 shall not affect the Parties' rights or obligations under this Agreement with respect to any other Service.

(b) Except as otherwise provided in this Agreement or Schedule A or Schedule B, upon not less than sixty (60)-days' prior written notice, a Service Recipient shall be entitled to terminate one or more Services being provided by any Service Provider for any reason or no reason at all; provided that a Service Recipient may only terminate a Service that is included on Schedule D pursuant to this Section 6.04(b) if it simultaneously terminates all other Services that are designated on Schedule D as a Related Service with respect to such Service.

(c) In the event that a Service Provider reduces or suspends the provision of any Service due to a Force Majeure Event and such reduction or suspension continues for fifteen (15) days, the Service Recipient may immediately terminate such Service, upon written notice and without any obligations therefor, including any Service Charges in respect thereof.

Section 6.05 Effect of Termination.

(a) Each Party agrees and acknowledges that the obligations of each Party to provide the Services, or to cause the Services to be provided, hereunder shall immediately cease upon (i) the termination of any (or all) such Service(s) at the Applicable Termination Date applicable to each such Service (or, subject to the terms of Section 6.02, the expiration of any Service Extension applicable to such Service), (ii) termination of (A) this Agreement or (B) any particular Service, in each case in accordance with Section 6.04, or (iii) upon termination of the Agreement or any Service by mutual consent of the Parties. Upon cessation of the Service Provider's obligation to provide any Service, the Service Recipient shall stop using, directly or indirectly, such Service.

(b) Upon the request of the Service Recipient after the termination of a Service with respect to which the Service Provider holds books, records or files, including current and archived copies of computer files, (i) owned solely by the Service Recipient or its Affiliates and used by the Service Provider in connection with the provision of a Service pursuant to this Agreement or (ii) created by the Service Provider and in the Service Provider's possession as a function of and relating solely to the provision of Services pursuant to this Agreement, such books, records and files shall either be returned to the Service Recipient or destroyed by the Service Provider, with certification of such destruction provided to the Service Recipient, other than, in each case, such books, records and files electronically preserved or

recorded within any computerized data storage device or component (including any hard-drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel, which such books, records and files will not be used by the Service Provider for any other purpose. The Service Recipient shall bear the Service Provider's reasonable, necessary and actual out-of-pocket costs and expenses associated with the return or destruction of such books, records or files. At its expense, the Service Provider may make one copy of such books, records or files for its legal files, subject to such Party's obligations under Section 10.05.

(c) In the event that any Service is terminated other than at the end of a month, and the Service Charge associated with such Service is determined on a monthly basis, the Service Provider shall bill the Service Recipient for the entire month in which such Service is terminated. The Parties acknowledge that there may be interdependencies among the Services being provided under this Agreement that may not be identified on Schedule A, Schedule B or Schedule D, as applicable, and agree that, if the Service Provider's ability to provide a particular Service in accordance with this Agreement is materially and adversely affected by the termination of another Service in accordance with Section 6.04, then the Parties shall negotiate in good faith to amend the Schedule A or Schedule B, as applicable, relating to such affected continuing Service.

(d) In the event of a termination under Section 6.04, the Service Recipient shall pay to the Service Provider any breakage or termination fees, and other termination costs payable by the Service Provider, solely as a result of the early termination of such Service, with respect to any resources or pursuant to any other third-party agreements that were used by the Service Provider to provide such Service (or an equitably allocated portion thereof, in the case of any such equipment, resources or agreements that also were used for purposes other than providing Services) ("Termination Charges"). The Service Provider will provide to the Service Recipient an invoice for the Termination Charges, within thirty (30) days following the date of any termination of a Service under Section 6.04 and will provide reasonable documentary evidence to substantiate such Termination Charges.

(e) In the event of any termination of this Agreement in its entirety or with respect to any Service, each Party, Service Provider and Service Recipient shall remain liable for all of their respective obligations that accrued hereunder prior to the date of such termination, including all obligations of each Service Recipient to pay any Service Charges due to any Service Provider hereunder.

(f) The following matters shall survive the termination of this Agreement, including the rights and obligations of each Party thereunder, in addition to any claim for breach arising prior to termination: Article I, Section 4.02(b), Article V, Article VII (including liability in respect of any indemnifiable Liabilities under this Agreement arising or occurring on or prior to the date of termination), this Section 6.05, Article IX, Article X and all confidentiality obligations under this Agreement.

ARTICLE VII

Indemnification; Limitation of Liability

Section 7.01 Indemnification by Cerence Subsidiary.

(a) Cerence Subsidiary, in its capacity as a Service Recipient and on behalf of each member of its Group in its capacity as a Service Recipient, shall indemnify, defend and hold harmless Nuance and the other Nuance Indemnitees from and against any and all Liabilities incurred by such Nuance Indemnatee to the extent relating to, arising out of or resulting from any Services provided by any member of the Nuance Group hereunder, except to the extent such Liabilities arise out of a Nuance Group member's (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

(b) Cerence Subsidiary, in its capacity as a Service Provider and on behalf of each member of its Group in its capacity as a Service Provider, shall indemnify, defend and hold harmless Nuance and the other Nuance Indemnitees from and against any and all Liabilities incurred by such Nuance Indemnatee to the extent relating to, arising out of or resulting from any Services provided by any member of the Nuance Group hereunder, to the extent such Liabilities result from a SpinCo Group member's (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

Section 7.02 Indemnification by Nuance.

(a) Nuance, in its capacity as a Service Recipient and on behalf of each member of its Group in its capacity as a Service Recipient, shall indemnify, defend and hold harmless Cerence Subsidiary and the other SpinCo Indemnitees from and against any and all Liabilities incurred by such SpinCo Indemnatee to the extent relating to, arising out of or resulting from any Services provided by any member of the SpinCo Group hereunder, except to the extent such Liabilities arise out of a SpinCo Group member's (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

(b) Nuance, in its capacity as a Service Provider and on behalf of each member of its Group in its capacity as a Service Provider, shall indemnify, defend and hold harmless Cerence Subsidiary and the other SpinCo Indemnitees from and against any and all Liabilities incurred by such SpinCo Indemnatee to the extent relating to, arising out of or resulting from any Services provided by any member of the Nuance Group hereunder, to the extent such Liabilities result from a Nuance Group member's (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

Section 7.03 Indemnification Procedures. The provisions of Section 6.05 of the Separation Agreement shall govern claims for indemnification under this Agreement, provided that, for purposes of this Section 7.03, in the event of any conflict between the provisions of

Section 6.05 of the Separation Agreement and this Article VII, the provisions of this Agreement shall control.

Section 7.04 Exclusion of Other Remedies. Without limiting the rights under Section 10.09, the provisions of Sections 7.01 and 7.02 shall, to the maximum extent permitted by applicable Law, be the sole and exclusive remedies of the Nuance Group and the SpinCo Group, as applicable, for any Liability, whether arising from statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise under this Agreement.

Section 7.05 Other Indemnification Obligations Unaffected. For avoidance of doubt, this Article VII applies solely to the specific matters and activities covered by this Agreement (and not to matters specifically covered by the Separation Agreement or the other Ancillary Agreements).

Section 7.06 Limitation on Liability.

(a) No Service Provider, in its capacity as such, nor any member of its Group acting in the capacity of a Service Provider, nor any Indemnitee thereof, shall be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to the other Party (or any of such other Party's Indemnitees) for any Liabilities relating to, arising out of or resulting from the Services or this Agreement, except to the extent that such Liabilities arise out of such Service Provider's (or a member of its Group's) (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services; provided that nothing in this Section 7.06 shall be deemed to limit a Service Recipient's rights under Section 7.06(d) regarding Insurance Proceeds in respect of Third-Party Claims.

(b) IN NO EVENT SHALL ANY SERVICE PROVIDER, IN ITS CAPACITY AS SUCH, NOR ANY MEMBER OF ITS GROUP ACTING IN THE CAPACITY OF A SERVICE PROVIDER, NOR ANY INDEMNITEE THEREOF, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO THE SERVICE RECIPIENT (OR ANY OF ITS INDEMNITEES) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY SUCH SERVICE PROVIDER UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD-PARTY CLAIM.

(c) EACH GROUP'S TOTAL LIABILITY, IN ITS CAPACITY AS A SERVICE PROVIDER, TO THE OTHER GROUP RELATING TO, ARISING OUT OF OR RESULTING FROM THE SERVICES OR THIS AGREEMENT FOR ALL CLAIMS SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO IT FOR SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT, NOTWITHSTANDING THE FOREGOING, IN THE CASE OF ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF A THIRD-PARTY CLAIM, EACH GROUP'S TOTAL LIABILITY IN ITS CAPACITY AS A SERVICE PROVIDER TO THE OTHER GROUP SHALL BE INCREASED BY AN AMOUNT EQUAL TO THE AMOUNT, IF ANY,

OF ANY INSURANCE PROCEEDS THAT ARE ACTUALLY RECEIVED BY SUCH SERVICE PROVIDER IN ACCORDANCE WITH Section 7.06(d).

(d) If a Service Provider, in its capacity as such, or any member of its Group acting in the capacity of a Service Provider, or any Indemnatee thereof, shall be liable to the other Party for any Liability arising out of a Third-Party Claim, such Service Provider, at the request of the Indemnatee, shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. Promptly upon the actual receipt of any such Insurance Proceeds, such Service Provider shall pay such Insurance Proceeds to the applicable Indemnatee to the extent of the Liability arising out of the applicable Third-Party Claim. The Indemnatee shall, upon the request of such Service Provider and to the extent permitted under such Service Provider's applicable insurance policies, promptly pay directly to such Service Provider or to such Service Provider's insurer any reasonable costs or expenses incurred in the collection of such Indemnatee's portion of such Insurance Proceeds (including such Indemnatee's portion of applicable retentions or deductibles); provided, however, that in no event shall an Indemnatee's portion of such collection costs and expenses, applicable retentions and deductibles exceed the amount of Insurance Proceeds actually received by such Indemnatee.

ARTICLE VIII

Other Covenants

Section 8.01 Attorney-in-Fact. On a case-by-case basis, the Service Recipient shall execute documents necessary to appoint the Service Provider as its attorney-in-fact for the sole purpose of executing any and all documents and instruments reasonably required to be executed in connection with the performance by the Service Provider of any Service under this Agreement.

Section 8.02 Further Assurances. Each Party hereto shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party hereto may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

ARTICLE IX

Dispute Resolution

Section 9.01 General. Except as expressly provided in this Article IX, the Parties shall resolve all disputes arising under or in connection with this Agreement (each, a "Dispute") in accordance with the following procedures set forth in this Article IX (including, for the avoidance of doubt, any Dispute relating to payments with respect to the Services).

Section 9.02 Resolution Committee. All Disputes will be first considered in person, by teleconference or by video conference by the Service Coordinators within five (5) business days after receipt of notice from either Party specifying the nature of the Dispute (a

“Dispute Notice”). The Service Coordinators shall enter into negotiations aimed at resolving any such Dispute. If the Service Coordinators are unable to reach a resolution with respect to the Dispute within ten (10) business days after receipt of notice of the Dispute, the Dispute shall be referred to a Resolution Committee comprised of specified transition leaders (the “Resolution Committee”) from Nuance and Cerence Subsidiary. On or prior to the Distribution Date, each Party shall provide the other Party with the name and relevant contact information for its respective initial Resolution Committee member, and either Party may replace its Resolution Committee members at any time with other persons of similar seniority by providing written notice in accordance with Section 10.12. The Resolution Committee will meet (by telephone or in person) during the next ten (10) business days and attempt to resolve the Dispute. In the event that the Resolution Committee is unable to reach a resolution with respect to the Dispute within ten (10) business days of the referral of the matter to the Resolution Committee, then the Dispute shall be referred to a senior executive of each Party in accordance with Section 9.03 and the Parties shall retain all rights with respect to remedies hereunder.

Section 9.03 Senior Executive Referral. If no resolution is reached with respect to any Dispute in accordance with Section 9.02, then a senior executive of each Party shall, in good faith, attempt to resolve any such Dispute within the following thirty (30) days of the referral of the matter to the senior executives. If no resolution is reached with respect to any such Dispute in accordance with the procedures contained in Section 9.02 and this Section 9.03, then the Parties may seek to resolve such matter in accordance with Section 10.07, Section 10.08 and Section 10.09.

Section 9.04 Court-Ordered Interim Relief. In accordance with this Section 9.04 and Section 10.08, at any time after giving notice of a Dispute, each Party shall be entitled to interim measures of protection duly granted by a court of competent jurisdiction: (1) to preserve the status quo pending resolution of the dispute; (2) to prevent the destruction or loss of documents and other information or things relating to the dispute; or (3) to prevent the transfer, disposition or hiding of assets. Any such interim measure (or a request therefor to a court of competent jurisdiction) shall not be deemed incompatible with the provisions of Section 10.07 and Section 10.08. Until such Dispute is resolved in accordance with this Article IX or final judgment is rendered in accordance with Section 10.07 and Section 10.08, each Party agrees that such Party shall continue to perform its obligations under this Agreement and that such obligations shall not be subject to any defense or set-off, counterclaim, recoupment or termination.

ARTICLE X

Miscellaneous

Section 10.01 Title to Equipment; Title to Data.

(a) Except as otherwise expressly provided herein, each of Cerence Subsidiary and Nuance acknowledges that all procedures, methods, systems, strategies, tools, equipment, facilities and other resources used by any Service Provider in connection with the provision of Services shall remain the property of such Service Provider and shall at all times be under the sole direction and control of such Service Provider.

(b) Each of Cerence Subsidiary and Nuance acknowledges that it will acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, or the licenses therefor that are owned by the other Party or its Affiliates, Subsidiaries or divisions, by reason of the provision of the Services hereunder, except as expressly provided in Section 4.02.

Section 10.02 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, earthquake, pandemic, shortage of necessary equipment, materials or labor, or restrictions thereon or limitations upon the use thereof, delays in transportation, act of God or act of terrorism, in each case, that is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent, or for any other reason which is not within the control of such Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent (each, a “Force Majeure Event”), then, upon prompt written notice stating the date and extent of such interference and the cause thereof by such Party to the other Party, such Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against either Party on account thereof; provided, however, that the Party whose performance is interfered with promptly resumes the required performance upon the cessation of the Force Majeure Event or its effects. No Party shall be excused from performance if such Party fails to use commercially reasonable efforts to remedy the situation and remove the cause and effects of the Force Majeure Event.

Section 10.03 Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

Section 10.04 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating a relationship of principal and agent, partnership or joint venture between the Parties, between Service Providers and Service Recipients or with any individual providing Services, it being understood and agreed that no provision contained herein, and no act of any Party or members of their respective Groups, shall be deemed to create any relationship between the Parties or members of their respective Groups other than the relationship set forth herein. Each Party and each Service Provider shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party’s Affiliates.

Section 10.05 Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or members of its Group may be exposed to employees and agents of the other Party or its Group who have a need to know such confidential Information as a result of, or in connection with, the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Affiliates, that such Party’s obligation (and the obligation of members of its Group) to use and keep confidential such Information of the other Party or its Group shall be governed by Section 7.09 of the Separation Agreement.

Section 10.06 Counterparts; Entire Agreement.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and the Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

Section 10.07 Governing Law; Jurisdiction. Any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Affiliates, successors and assigns under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert and shall hereby waive any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with Article IX this Section 10.07, Section 10.08 and Section 10.09 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 10.08 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY INCLUDING, WITHOUT LIMITATION, THEIR EXECUTION, PERFORMANCE OR ENFORCEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY

EACH OF THE PARTIES AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Section 10.09 Specific Performance. Subject to Article IX, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 10.10 Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party, except that each Party may assign any and all of its rights under this Agreement to one or more of its wholly owned Subsidiaries. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement without prior written consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's Assets, or (b) the sale of all or substantially all of such Party's Assets; provided, however, that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment, assumption or succession to the non-assigning Party. No assignment permitted by this Section 10.10 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. Nothing in this Section 10.10 shall affect or impair a Service Provider's ability to delegate any or all of its obligations under this Agreement to one or more Affiliates or Sub-Contractors pursuant to Section 2.01(e).

Section 10.11 Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any Nuance Indemnitee or SpinCo Indemnitee in his, her or its respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 10.12 Notices. All notices or other communications under this Agreement shall be in writing and shall be provided in the manner set forth in the Separation Agreement.

Section 10.13 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be

invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 10.14 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.15 Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 10.16 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

Section 10.17 Interpretation. The rules of interpretation set forth in Section 12.17 of the Separation Agreement are incorporated by reference into this Agreement, *mutatis mutandis*.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

CERENCE OPERATING COMPANY

By: /s/ Leanne Fitzgerald
Name: Leanne Fitzgerald
Title: Vice President and Secretary

EMPLOYEE MATTERS AGREEMENT

By and Between

NUANCE COMMUNICATIONS, INC.

and

CERENCE INC.

Dated as of September 30, 2019

TABLE OF CONTENTS

		Page
	ARTICLE 1 DEFINITIONS	
Section 1.01.	Definitions	1
	ARTICLE 2 GENERAL PRINCIPLES	
Section 2.01.	SpinCo Employees	5
Section 2.02.	Prepositioning of Transferring Employees	5
Section 2.03.	Delayed Transfer Employees	6
Section 2.04.	Collectively Bargained Employees	6
Section 2.05.	Collective Bargaining Agreements	6
Section 2.06.	Liabilities and Assets Generally	7
Section 2.07.	Benefit Plans	7
Section 2.08.	Payroll Services	7
Section 2.09.	No Change in Control	7
Section 2.10.	Inadvertent Transfers	8
	ARTICLE 3 NON-EQUITY INCENTIVES	
Section 3.01.	SpinCo Employee Incentives	8
	ARTICLE 4 SERVICE CREDIT	
Section 4.01.	Nuance Benefit Plans	8
Section 4.02.	SpinCo Benefit Plans	8
Section 4.03.	No Expansion of Participation	9
	ARTICLE 5 SEVERANCE	
Section 5.01.	Severance	9
	ARTICLE 6 CERTAIN WELFARE BENEFIT PLAN MATTERS; WORKERS' COMPENSATION CLAIMS	
Section 6.01.	SpinCo Welfare Plans	9
Section 6.02.	Allocation of Welfare Benefit Claims	10
Section 6.03.	Workers' Compensation Claims	10
Section 6.04.	COBRA	10
Section 6.05.	Flexible Spending Accounts	11
Section 6.06.	Continuation of Elections	11

Section 6.07.	Insurance Contracts	11
Section 6.08.	Third-Party Vendors	12
ARTICLE 7 LONG-TERM DISABILITY EMPLOYEES		
Section 7.01.	SpinCo LTD Employees	12
ARTICLE 8 DEFINED BENEFIT PENSION PLANS		
Section 8.01.	Non-U.S. Pension Plans	12
ARTICLE 9 DEFINED CONTRIBUTION PLANS		
Section 9.01.	SpinCo 401(k) Plan	12
Section 9.02.	401(k) Plan-to-Plan Transfer	12
Section 9.03.	Employer 401(k) Plan Contributions	12
Section 9.04.	Limitation of Liability	13
Section 9.05.	Non-U.S. Defined Contribution Plans	13
ARTICLE 10 ACCRUED LEAVE		
Section 10.01.	Vacation, Holidays, Annual Leave, and Other Leaves	13
ARTICLE 11 EQUITY COMPENSATION		
Section 11.01.	SpinCo Equity Incentive Plan	13
Section 11.02.	Treatment of Outstanding Nuance Options	13
Section 11.03.	Treatment of Outstanding Nuance Restricted Stock Units Held by SpinCo Employees	14
Section 11.04.	Treatment of Outstanding Nuance Restricted Stock Units Held by Individuals Other Than SpinCo Employees	14
Section 11.05.	Treatment of Outstanding Nuance Performance Stock Units Held by SpinCo Employees	15
Section 11.06.	Treatment of Outstanding Nuance Performance Stock Units Held by Individuals Other Than SpinCo Employees	15
Section 11.07.	Nuance ESPP	16
Section 11.08.	Establishment of the SpinCo ESPP	16
Section 11.09.	Tax Reporting and Withholding for Equity-Based Awards	16
Section 11.10.	Nuance and SpinCo Income Tax Deductions in Respect of Certain Equity Awards and Compensation	16
Section 11.11.	Compliance	17

ARTICLE 12
NON-U.S. EMPLOYEES

Section 12.01.	Transfer of Non-U.S. Employees	17
Section 12.02.	Treatment of Non-U.S. Employees	17

ARTICLE 13
COOPERATION; ACCESS TO INFORMATION; LITIGATION; CONFIDENTIALITY

Section 13.01.	Cooperation	18
Section 13.02.	Access to Information; Privilege; Confidentiality	18

ARTICLE 14
TERMINATION

Section 14.01.	Termination	18
Section 14.02.	Effect of Termination	18

ARTICLE 15
MISCELLANEOUS

Section 15.01.	Incorporation of Indemnification Provisions of Separation Agreement	18
Section 15.02.	Additional Indemnification	19
Section 15.03.	Further Assurances	19
Section 15.04.	Administration	19
Section 15.05.	Third-Party Beneficiaries	19
Section 15.06.	Employment Tax Reporting Responsibility	19
Section 15.07.	Data Privacy	19
Section 15.08.	Section 409A	20
Section 15.09.	Confidentiality	20
Section 15.10.	Additional Provisions	21

Schedules:

Schedule 1.01	List of Employees
Schedule 7.01	SpinCo LTD Employees
Schedule 8.01	Treatment of Non-U.S. Pension Plans
Schedule 9.05	Treatment of Non-U.S. Defined Contribution Plans

EMPLOYEE MATTERS AGREEMENT (this “Agreement”), dated as of September 30, 2019, by and between Nuance Communications, Inc., a Delaware corporation (“Nuance”), and Cerence Inc., a Delaware corporation (“SpinCo” and, together with Nuance, the “Parties”).

R E C I T A L S:

WHEREAS, the Parties have entered into the Separation and Distribution Agreement (the “Separation Agreement”), dated as of September 30, 2019, pursuant to which Nuance intends to effect the Distribution; and

WHEREAS, the Parties wish to set forth their agreements as to certain matters regarding employment, compensation, and employee benefits.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Separation Agreement unless otherwise indicated.

“Aggregate Pre-Distribution Date Contributions” has the meaning set forth in Section 6.05.

“Aggregate Pre-Distribution Date Disbursements” has the meaning set forth in Section 6.05.

“Applicable 401(k) Date” has the meaning set forth in Section 9.01.

“Automatic Transfer Employees” means those Transferring Employees whose employment transfers by operation of Law in connection with the transfer of a business or part of a business.

“Benefit Plan” means any plan, program, policy, agreement, arrangement, or understanding that is an employment, consulting, deferred compensation, executive compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, deferred stock unit, other equity-based compensation, severance pay, retention, change in control, salary continuation, life, death benefit, health, hospitalization, workers’ compensation, sick leave, vacation pay, disability or accident insurance, or other employee compensation or benefit plan, program, policy, agreement, arrangement, or understanding, including any “employee benefit plan” (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), sponsored or maintained by an entity or to which such entity is a party.

“Canceled Nuance Performance Stock Unit” has the meaning set forth in Section 11.05(a).

“COBRA” means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and any applicable similar state or local laws.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreements” has the meaning set forth in Section 2.04.

“Delayed Transfer Date” has the meaning set forth in Section 2.03.

“Delayed Transfer Employee” has the meaning set forth in Section 2.03.

“Destination Employer” means, with respect to a Transferring Employee, (a) a member of the SpinCo Group or (b) a member of the Nuance Group, in either case to which such Transferring Employee transfers as of the Local Transfer Date or Delayed Transfer Date.

“Employment Taxes” means all fees, Taxes, social insurance payments, and similar contributions to a Governmental Authority or a fund of a Governmental Authority with respect to wages or other compensation of an employee or other service provider.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

“Former Business” means any terminated, divested, or discontinued business, operation, or property of either the Nuance Group, the SpinCo Group, any of their respective members, or any of their respective predecessors, in each case, prior to the Distribution.

“Former Nuance Employee” means a former employee of any member of the Nuance Group or the SpinCo Group, any of their respective members, or any of their respective predecessors, in each case, prior to the Distribution, who is not a Former SpinCo Employee.

“Former SpinCo Employee” means each individual who, (a) as of the date of determination, is not employed by any member of the SpinCo Group, and (b) as of immediately prior to such individual’s termination of employment (x) was employed by a member of the SpinCo Group or (y) dedicated all or substantially all of his or her employment services to the activities and operations of the SpinCo Business (excluding any employees providing services to the SpinCo Group pursuant to the TSA).

“Local Agreement” means an agreement describing the implementation of the matters described in this Agreement (including, without limitation, matters regarding employment, compensation, and employee benefits) with respect to Non-U.S. Employees in accordance with applicable non-U.S. Law in the custom of the applicable jurisdictions.

“Local Transfer Date” means (a) with respect to Canada, July 14, 2019, and (b) with respect to all other jurisdictions, the date agreed to by Nuance and SpinCo.

“Non-U.S. DC Plan” has the meaning set forth in Section 9.05.

“Non-U.S. Employees” has the meaning set forth in Section 12.02.

“Nuance 401(k) Plan” has the meaning set forth in Section 9.01.

“Nuance Benefit Plan” means any Benefit Plan sponsored, maintained, or, unless such Benefit Plan is exclusively sponsored or maintained by a member of the SpinCo Group, contributed to by any member of the Nuance Group or to which any member of the Nuance Group is a party.

“Nuance Employee” means (a) each individual who is an employee of any member of the Nuance Group as of immediately prior to or on the applicable Local Transfer Date, including any such individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, and short-term disability, and including, until such time as provided in ARTICLE 7,

any SpinCo LTD Employee) from which such employee is permitted to return to active employment in accordance with the Nuance Group's personnel policies, as in effect from time to time, or applicable Law, (b) each individual who becomes an active employee of any member of the Nuance Group following the applicable Local Transfer Date but, in each case of clauses (a) and (b), excluding any SpinCo Employee or Former SpinCo Employee, and (c) each individual who is intended by Nuance to be a Nuance Employee.

"Nuance Equity Conversion Ratio" means the quotient obtained by dividing (x) the Nuance Pre-Distribution Stock Value by (y) the Nuance Post-Distribution Stock Value, rounded to the nearest one thousandth of a cent.

"Nuance Equity Plans" means the 2000 Stock Plan, and the Amended and Restated Directors Stock Plan, each as amended from time to time, and any other stock option or stock incentive compensation plan or arrangement, including any equity award agreement, that is a Nuance Benefit Plan, as in effect as of the time relevant to the applicable provision of this Agreement.

"Nuance ESPP" means the Amended and Restated 1995 Employee Stock Purchase Plan.

"Nuance Flexible Spending Account" means any flexible spending arrangement under any cafeteria plan qualifying under Section 125 of the Code that is a Nuance Benefit Plan.

"Nuance LTD Plan" means any long-term disability insurance plan that is a Nuance Benefit Plan.

"Nuance Option" means an option to purchase Nuance Common Stock that is outstanding as of immediately prior to the Distribution under any of the Nuance Equity Plans.

"Nuance Performance Stock Unit" means a performance stock unit award relating to Nuance Common Stock that is outstanding as of immediately prior to the Distribution under any of the Nuance Equity Plans.

"Nuance Post-Distribution Stock Value" means the official NASDAQ only "regular way" first trading price of Nuance Common Stock on the first trading day immediately following the Distribution Date.

"Nuance Pre-Distribution Stock Value" means the official NASDAQ only "regular way" closing price of Nuance Common Stock on the trading date immediately preceding the Distribution Date.

"Nuance Reimbursement Account Plan" has the meaning set forth in Section 6.05.

"Nuance Restricted Stock Unit" means a restricted stock unit award relating to Nuance Common Stock that is outstanding as of immediately prior to the Distribution under any of the Nuance Equity Plans.

"Nuance Welfare Plan" means each Welfare Plan that is a Nuance Benefit Plan.

“Purchase Date” has the meaning set forth in the Nuance ESPP.

“Purchase Period” has the meaning set forth in the Nuance ESPP.

“SpinCo 401(k) Plan” has the meaning set forth in Section 9.01.

“SpinCo Award Agreement” has the meaning set forth in Section 11.01.

“SpinCo Benefit Plan” means any Benefit Plan sponsored, maintained, or, unless such Benefit Plan is exclusively sponsored or maintained by a member of the Nuance Group, contributed to by any member of the SpinCo Group or to which any member of the SpinCo Group is a party.

“SpinCo Employee” means (a) each individual who is an employee of any member of the SpinCo Group as of immediately prior to or on the applicable Local Transfer Date, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, and short-term disability, but excluding, until such time as provided in ARTICLE 7, any SpinCo LTD Employee) from which such employee is permitted to return to active employment in accordance with the SpinCo Group’s personnel policies, as in effect from time to time, or applicable Law, (b) each individual who becomes an active employee of the SpinCo Group following the applicable Local Transfer Date but, in each case of clauses (a) and (b), excluding any Former SpinCo Employee, (c) each individual listed on Schedule 1.01(a) or listed in a Local Agreement as a SpinCo Employee, and (d) each individual who is intended by Nuance to be a SpinCo Employee; provided, however, that, unless otherwise required by applicable Law, each individual listed on Schedule 1.01(b) or listed in a Local Agreement as a Nuance Employee shall be a Nuance Employee for all purposes of this Agreement.

“SpinCo Equity Conversion Ratio” means the quotient obtained by dividing (x) the Nuance Pre-Distribution Stock Value by (y) the SpinCo Stock Value, rounded to the nearest one thousandth of a cent.

“SpinCo Equity Incentive Plan” has the meaning set forth in Section 11.01.

“SpinCo ESPP” has the meaning set forth in Section 11.08.

“SpinCo Incentive Payments” has the meaning set forth in Section 3.01.

“SpinCo LTD Employee” means each applicable employee of the SpinCo Group who, as of immediately prior to the applicable Local Transfer Date, is receiving long-term disability benefits under the Nuance LTD Plan.

“SpinCo Performance Stock Unit” has the meaning set forth in Section 11.05(b).

“SpinCo Reimbursement Account Plan” has the meaning set forth in Section 6.05.

“SpinCo Restricted Stock Unit” has the meaning set forth in Section 11.03(b).

“SpinCo Stock Value” means the official NASDAQ only “regular way” first trading price of SpinCo Common Stock on the first trading day immediately following the Distribution Date.

“SpinCo Welfare Plans” has the meaning set forth in Section 6.01.

“Subsidiary” of any Person means any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that, solely for purposes of this Agreement, SpinCo and its Subsidiaries shall not be considered Subsidiaries of Nuance (or members of the Nuance Group) prior to, on, or after the Distribution.

“Taxes” shall have the meaning set forth in the Tax Matters Agreement dated as of the date of this Agreement by and between Nuance and SpinCo.

“Transferring Employee” means (a) each SpinCo Employee who transfers to a member of the SpinCo Group and (b) each Nuance Employee who transfers to a member of the Nuance Group.

“Transfer of Undertakings” means the Transfers of Undertakings Directive 2001/23/EC of the European Council and any similar applicable Law.

“TSA” means the Transition Services Agreement dated as of the date of this Agreement by and between Nuance and SpinCo.

“Welfare Plan” means each Benefit Plan that provides life insurance, health care, dental care, accidental death and dismemberment insurance, disability, severance, vacation, or group welfare or fringe benefits.

“Welfare Plan Date” has the meaning set forth in Section 6.01.

“Workers’ Compensation Claim Date” has the meaning set forth in Section 6.03.

“Workers’ Compensation Event” means the event, injury, illness, or condition giving rise to a workers’ compensation claim with respect to a SpinCo Employee or Former SpinCo Employee.

ARTICLE 2 GENERAL PRINCIPLES

Section 2.01. SpinCo Employees. Except as provided in Section 2.03, all SpinCo Employees shall continue to be employees of the SpinCo Group immediately following the Local Transfer Date. The Parties agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, shall cause any SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee to be deemed to have incurred a termination of employment or to be eligible to receive severance benefits solely as a result of the Distribution.

Section 2.02. Prepositioning of Transferring Employees. Effective on the Local Transfer Date or Delayed Transfer Date, and except as otherwise agreed by the Parties, the

applicable member of the SpinCo Group and the Nuance Group shall have taken such actions as are necessary to ensure (i) that each SpinCo Employee (other than any Former SpinCo Employee) is employed by a member of the SpinCo Group and (ii) that each Nuance Employee (other than any Former Nuance Employee) is employed by a member of the Nuance Group.

Section 2.03. Delayed Transfer Employees. To the extent that applicable Law or any arrangement with a Governmental Authority prevents the Parties from causing (a) any employee who is intended to be a SpinCo Employee to be employed by a member of the SpinCo Group as of immediately following the Local Transfer Date as contemplated by Section 2.01 or (b) any employee who is intended to be a Nuance Employee to be employed by a member of the Nuance Group as of immediately following the Local Transfer Date, or for any employees designated and agreed to by the Parties (each such employee, a “Delayed Transfer Employee”), the Parties shall use commercially reasonable efforts to ensure that (i) such Delayed Transfer Employee becomes employed by the Destination Employer at the earliest time permitted by applicable Law or such arrangement with a Governmental Authority (the “Delayed Transfer Date”) and (ii) the Destination Employer receives the benefit of such Delayed Transfer Employee’s services from and after the Local Transfer Date, including under the TSA or by entering into an employee leasing or similar arrangement. The term “Delayed Transfer Employee” shall also include (i) each employee who, following the Local Transfer Date, provides services to the SpinCo Group under the TSA and whose employment is intended by Nuance to transfer to the SpinCo Group following the completion of the applicable TSA service and (ii) each employee who, following the Local Transfer Date, provides services to the Nuance Group under the TSA and whose employment is intended by SpinCo to transfer to the Nuance Group following the completion of the applicable TSA service, and with respect to such Delayed Transfer Employees, the Parties shall use commercially reasonable efforts to ensure that such Delayed Transfer Employees become employed by the Destination Employer as soon as practicable following the completion of the applicable TSA service. From and after the commencement of a Delayed Transfer Employee’s employment with the Destination Employer, such Delayed Transfer Employee shall be treated for all purposes of this Agreement, including Section 4.02, as if such Delayed Transfer Employee commenced employment with the Destination Employer as of the Local Transfer Date as contemplated by Section 2.01.

Section 2.04. Collectively Bargained Employees. All provisions contained in this Agreement providing for the treatment of compensation and benefits in connection with the Distribution shall apply equally to each employee who is covered by a collective bargaining, works council, or other labor union agreement, contract, or labor arrangement (collectively, “Collective Bargaining Agreements”), except to the extent that any such agreement specifically provides for the compensation or benefits contemplated by such provision and, in each such case, such agreement shall apply rather than the terms of this Agreement.

Section 2.05. Collective Bargaining Agreements. As of the Local Transfer Date, SpinCo shall, and shall cause the members of the SpinCo Group, as appropriate, to, adopt and assume each Collective Bargaining Agreement covering any of the SpinCo Employees in such jurisdiction immediately prior to the Local Transfer Date, subject to any agreed-upon changes required by the transition of such Collective Bargaining Agreement to SpinCo or by applicable Law, and to recognize the works councils, labor unions, and other employee representatives that are parties to such Collective Bargaining Agreements; provided, that any compensation or benefits that were, prior to the Local Transfer Date, provided to SpinCo Employees in such jurisdiction under the Collective Bargaining Agreements through the Nuance Benefit Plans shall, to the extent that such

compensation and benefits are still required to be provided under the Collective Bargaining Agreements on and after the Local Transfer Date, be provided as mutually agreed with such works councils, labor unions, and other employee representatives through the SpinCo Benefit Plans as set forth in this Agreement.

Section 2.06. Liabilities and Assets Generally. From and after the Local Transfer Date or such other date agreed by Nuance and SpinCo, except as expressly provided in this Agreement (or a Local Agreement) or as required under applicable Law, in each applicable jurisdiction (a) SpinCo and the SpinCo Group shall assume or retain, as applicable, and SpinCo hereby agrees to pay, perform, fulfill, and discharge, in due course in full, (i) all Liabilities with respect to the employment or termination of employment of all SpinCo Employees, Former SpinCo Employees, and their dependents and beneficiaries, and other service providers, to the extent arising, in whole or in part, in connection with or as a result of the performance of services to any member of the SpinCo Group and (ii) all other Liabilities expressly assigned to SpinCo or any member of the SpinCo Group under this Agreement, and (b) Nuance and the Nuance Group shall assume or retain, as applicable, and Nuance hereby agrees to pay, perform, fulfill, and discharge, in due course in full, (i) all Liabilities with respect to the employment or termination of employment of all Nuance Employees, Former Nuance Employees, and their dependents and beneficiaries, and other service providers, to the extent arising, in whole or in part, in connection with or as a result of the performance of services to any member of the Nuance Group and (ii) all other Liabilities expressly assigned to Nuance or any member of the Nuance Group under this Agreement. All assets held in trust to fund the Nuance Benefit Plans and all insurance policies funding the Nuance Benefit Plans shall be Nuance Assets, except to the extent explicitly provided otherwise in this Agreement or a Local Agreement.

Section 2.07. Benefit Plans. Except as otherwise explicitly provided in this Agreement or as may otherwise be provided in accordance with the TSA, as of the Local Transfer Date or such other date agreed by Nuance and SpinCo, each SpinCo Employee (and each of his or her respective dependents and beneficiaries) in the applicable jurisdiction shall cease active participation in, and each applicable member of the SpinCo Group shall cease to be a participating employer in, all Nuance Benefit Plans, and as of such time, SpinCo shall, or shall cause its Subsidiaries to, have in effect such corresponding SpinCo Benefit Plans as are necessary to comply with its obligations pursuant to this Agreement. Effective upon the Local Transfer Date or such other date agreed by Nuance and SpinCo, except as otherwise explicitly provided in this Agreement or a Local Agreement, (a) Nuance shall, or shall cause one or more members of the Nuance Group to, retain, pay, perform, fulfill, and discharge all Liabilities arising out of or relating to all Nuance Benefit Plans, and (b) SpinCo shall, or shall cause one of the members of the SpinCo Group to, retain, pay, perform, fulfill, and discharge all Liabilities arising out of or relating to all SpinCo Benefit Plans.

Section 2.08. Payroll Services. Except as may otherwise be provided in accordance with a Local Agreement or the TSA, on and after the Local Transfer Date or such other date agreed by Nuance and SpinCo, the applicable members of the SpinCo Group shall be solely responsible for providing payroll services to the SpinCo Employees and Former SpinCo Employees in the applicable jurisdiction.

Section 2.09. No Change in Control. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements,

including this Agreement, constitutes a “change in control,” “change of control,” or transaction having a similar name, as applicable, within the meaning of any Nuance Benefit Plan or SpinCo Benefit Plan.

Section 2.10. Inadvertent Transfers. If Nuance determines following the Distribution that an individual whom Nuance intended to be a Nuance Employee or a SpinCo Employee has inadvertently become employed by the SpinCo Group or the Nuance Group, respectively, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary in order to cause the employment of such individual to be promptly transferred to a member of the Nuance Group or the SpinCo Group, as applicable, as intended by Nuance, and such individual shall be treated for all purposes of this Agreement, including Section 4.02, as if such individual commenced employment with the intended employer as of the Local Transfer Date of the jurisdiction in which the individual is employed.

ARTICLE 3 NON-EQUITY INCENTIVES

Section 3.01. SpinCo Employee Incentives. Unless otherwise provided for in an individual agreement with a SpinCo Employee to which Nuance is a party, on and after the Local Transfer Date, SpinCo shall assume and be solely responsible for all Liabilities with respect to any annual bonus or other cash-based incentive or retention awards under any Benefit Plan to any SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee in the applicable jurisdiction, including, for the avoidance of doubt, any such awards with respect to the Nuance fiscal year ending prior to the Distribution (the “SpinCo Incentive Payments”). SpinCo shall be responsible for determining the amounts of all SpinCo Incentive Payments that have not been determined prior to the Local Transfer Date, including the extent to which established performance criteria (as interpreted by SpinCo, in its sole discretion) have been met, and shall pay all SpinCo Incentive Payments no later than the times provided for under the applicable Benefit Plan. For the avoidance of doubt, any determinations made prior to the Distribution regarding the amounts of any SpinCo Incentive Payments shall be subject to Nuance’s prior written approval.

ARTICLE 4 SERVICE CREDIT

Section 4.01. Nuance Benefit Plans. Except as may otherwise be provided in accordance with the TSA or as required by applicable Law or the terms of the applicable Nuance Benefit Plan, service of SpinCo Employees and Former SpinCo Employees in each applicable jurisdiction, on and after the Local Transfer Date, or such other date agreed by Nuance and SpinCo, with any member of the SpinCo Group or any other employer, as applicable, other than any member of the Nuance Group, shall not be taken into account for any purpose under any Nuance Benefit Plan.

Section 4.02. SpinCo Benefit Plans. Unless prohibited by applicable Law, SpinCo shall, and shall cause its Subsidiaries to, credit service accrued by each SpinCo Employee with, or otherwise recognized for purposes of any Benefit Plan by, any member of the Nuance Group or the SpinCo Group on or prior to the Distribution for purposes of (a) eligibility, vesting, and benefit accrual under each SpinCo Benefit Plan under which service is relevant in determining eligibility, vesting, and benefit accrual, (b) determining the amount of severance payments and benefits (if any) payable under each SpinCo Benefit Plan that provides severance payments or benefits, and

(c) determining the number of vacation days to which each such employee shall be entitled following the applicable Welfare Plan Date, in the case of clauses (a), (b), and (c), (i) to the same extent recognized by the relevant members of the Nuance Group or SpinCo Group or the corresponding Nuance Benefit Plan or SpinCo Benefit Plan immediately prior to the later of the Distribution Date and the date on which such employee ceases participating in the applicable Nuance Benefit Plan in accordance with the TSA and (ii) except to the extent that such credit would result in a duplication of benefits for the same period of service.

Section 4.03. No Expansion of Participation. Unless otherwise expressly provided in this Agreement, as otherwise determined or agreed to by the Parties, as required by applicable Law, or as explicitly set forth in a SpinCo Benefit Plan, each SpinCo Employee shall be entitled to participate in a given SpinCo Benefit Plan only to the extent that such SpinCo Employee was entitled to participate in the corresponding Nuance Benefit Plan as in effect immediately prior to the Local Transfer Date, with it being the intent of the Parties that this Agreement does not result in any expansion of the number of SpinCo Employees participating or the participation rights therein that they had prior to the applicable Local Transfer Date.

ARTICLE 5 SEVERANCE

Section 5.01. Severance. The Nuance Group shall be solely responsible for all severance or other separation payments and benefits (including any termination indemnity or retirement indemnity plan) relating to the termination or alleged termination of any SpinCo Employee's or Former SpinCo Employee's employment which occurs prior to the Distribution Date. For the avoidance of doubt, such Liabilities shall include any employer-paid portion of any Employment Taxes and shall be treated as Liabilities of Nuance and the Nuance Group.

ARTICLE 6 CERTAIN WELFARE BENEFIT PLAN MATTERS; WORKERS' COMPENSATION CLAIMS

Section 6.01. SpinCo Welfare Plans. Without limiting the generality of Section 2.07, effective as of the Local Transfer Date or such other date as agreed to between Nuance and SpinCo, which need not be the same for each Welfare Plan (such applicable date, the "Welfare Plan Date"), SpinCo shall establish Welfare Plans (collectively, the "SpinCo Welfare Plans") to provide welfare benefits to the SpinCo Employees (and their dependents and beneficiaries) in each applicable jurisdiction and, as of the applicable Welfare Plan Date, each SpinCo Employee (and his or her dependents and beneficiaries) shall cease active participation in the corresponding Nuance Welfare Plan. For the avoidance of doubt, for purposes of this ARTICLE 6, the term "SpinCo Employee" shall be deemed to include each Former SpinCo Employee who was receiving welfare benefits in connection with his or her termination of employment from a member of the Nuance Group or the SpinCo Group as of the applicable Welfare Plan Date. Notwithstanding the foregoing, to the extent that Nuance determines that the aforementioned provision of welfare benefits by SpinCo to a Former SpinCo Employee is not feasible, such Former SpinCo Employee may continue active participation in the corresponding Nuance Welfare Plan after the Welfare Plan Date, and SpinCo shall reimburse the Nuance Group for all Liabilities associated with such Former SpinCo Employee after the Welfare Plan Date.

Section 6.02. Allocation of Welfare Benefit Claims. (a) The members of the Nuance Group shall retain all Liabilities in accordance with the applicable Nuance Welfare Plan for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, as incurred by SpinCo Employees and Former SpinCo Employees (and each of their respective dependents and beneficiaries) under such plans prior to the applicable Welfare Plan Date, and (b) the members of the SpinCo Group shall retain all Liabilities in accordance with the SpinCo Welfare Plans for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, as incurred by SpinCo Employees and Former SpinCo Employees (and each of their respective dependents and beneficiaries) on or after the applicable Welfare Plan Date; provided, that SpinCo shall reimburse Nuance for Liabilities incurred under clause (a) between the Local Transfer Date and the applicable Welfare Plan Date. For purposes of this Section 6.02, a benefit claim shall be deemed to be incurred as follows: (i) for health, dental, vision, employee assistance program, and prescription drug benefits (including in respect of any hospital admission), upon the provision of such services, materials, or supplies; and (ii) for life, accidental death and dismemberment, and business travel accident insurance benefits, upon the death, cessation of employment, or other event by Nuance giving rise to such benefits.

Section 6.03. Workers' Compensation Claims. In the case of any workers' compensation claim of any SpinCo Employee or Former SpinCo Employee in respect of his or her employment with the Nuance Group or the SpinCo Group, such claim shall be covered (a) by the Nuance Group's workers' compensation coverage if the Workers' Compensation Event occurred prior to the applicable Local Transfer Date, (b) by the SpinCo Group's workers' compensation coverage for the applicable jurisdiction if the Workers' Compensation Event occurs on or after the applicable Local Transfer Date and the related claim is submitted after the date on which SpinCo has established workers' compensation coverage (the "Workers' Compensation Claim Date"), and (c) under the Nuance Group's workers' compensation coverage if the Workers' Compensation Event occurs on or after the applicable Local Transfer Date and the related claim is submitted prior to the Workers' Compensation Claim Date; provided, that SpinCo shall reimburse Nuance for Liabilities actually incurred by Nuance under clause (c) between the Local Transfer Date and the applicable Workers' Compensation Claim Date. If the Workers' Compensation Event occurs over a period both preceding and following the Local Transfer Date, the claim shall be jointly covered under the Nuance Group's workers' compensation coverage and the SpinCo Group's workers' compensation coverage and shall be equitably apportioned between them based upon the relative periods of time that the Workers' Compensation Event transpired preceding and following the Local Transfer Date; provided, that if a claim in respect of such Workers' Compensation Event is submitted prior to the Workers' Compensation Claim Date, then such claim shall be covered under the Nuance Group's workers' compensation coverage and SpinCo shall appropriately reimburse Nuance, in accordance with clause (c) above.

Section 6.04. COBRA. If (a) a SpinCo Employee or Former SpinCo Employee (or his or her eligible dependents) was receiving, prior to the applicable Welfare Plan Date, or is eligible to receive, on or following the applicable Welfare Plan Date, continuation health coverage pursuant to COBRA, SpinCo and the SpinCo Welfare Plans shall be responsible for all Liabilities to such employee (or his or her eligible dependents) in respect of COBRA. SpinCo shall indemnify, defend, and hold harmless the members of the Nuance Group from and against any and all Liabilities relating to, arising out of, or resulting from COBRA provided by SpinCo, or the failure of SpinCo to meet its COBRA obligations, to SpinCo Employees, Former SpinCo Employees, and their respective eligible dependents.

Section 6.05. Flexible Spending Accounts. Effective as of the applicable Welfare Plan Date, SpinCo shall have established a health care and dependent care reimbursement account plan (the "SpinCo Reimbursement Account Plan") with features that are comparable to those contained in the relevant health care and dependent care reimbursement account plan sponsored and maintained by Nuance (the "Nuance Reimbursement Account Plan"). With respect to applicable SpinCo Employees, effective as of the applicable Welfare Plan Date, SpinCo shall assume responsibility for administering all reimbursement claims of SpinCo Employees with respect to the plan year in which the applicable Welfare Plan Date occurs, whether arising before, on, or after the applicable Welfare Plan Date, under the SpinCo Reimbursement Account Plan and, for the avoidance of doubt, on and after the applicable Welfare Plan Date, no additional claims shall be reimbursed with respect to SpinCo Employees under the Nuance Reimbursement Account Plan. Nuance shall, as soon as practicable following the applicable Welfare Plan Date, determine (i) the sum of all contributions to the Nuance Reimbursement Account Plan made with respect to such plan year by or on behalf of all SpinCo Employees, as a whole, prior to the applicable Welfare Plan Date (the "Aggregate Pre-Distribution Date Contributions") and (ii) the sum of all claims incurred in such plan year and paid by the Nuance Reimbursement Account Plan with respect to such SpinCo Employees, as a whole, prior to the applicable Welfare Plan Date (the "Aggregate Pre-Distribution Date Disbursements"). If the Aggregate Pre-Distribution Date Contributions exceed the Aggregate Pre-Distribution Date Disbursements, Nuance shall, as soon as practicable following Nuance's determination of the Aggregate Pre-Distribution Date Contributions and Aggregate Pre-Distribution Date Disbursements, transfer to SpinCo an amount in cash equal to such difference. If the Aggregate Pre-Distribution Date Disbursements exceed the Aggregate Pre-Distribution Date Contributions, SpinCo shall, upon Nuance's reasonable request and the presentation of such substantiating documentation as SpinCo shall reasonably request, transfer to Nuance an amount in cash equal to such difference.

Section 6.06. Continuation of Elections. With respect to applicable SpinCo Employees, as of the applicable Welfare Plan Date, SpinCo shall cause the SpinCo Welfare Plans to recognize and maintain all elections and designations (including, without limitation, all coverage and contribution elections and beneficiary designations) made by SpinCo Employees under, or with respect to, the Nuance Welfare Plans and apply such elections and designations under the SpinCo Welfare Plans for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent that such election or designation is available under the corresponding SpinCo Welfare Plan. As of the applicable Welfare Plan Date, SpinCo shall cause any SpinCo Welfare Plan that constitutes a cafeteria plan under Section 125 of the Code to recognize and give effect to all non-elective employer contributions payable and paid toward coverage of a SpinCo Employee under the corresponding Nuance Welfare Plan that constitutes a cafeteria plan under Section 125 of the Code for the applicable cafeteria plan year.

Section 6.07. Insurance Contracts. To the extent that any Nuance Welfare Plan is funded through the purchase of an insurance contract or is subject to any stop-loss contract, the Parties shall cooperate and use their commercially reasonable efforts to replicate such insurance contracts for SpinCo (except to the extent that changes are required under applicable state insurance Laws or filings by the respective insurers) and to maintain any pricing discounts or other preferential terms for both Nuance and SpinCo for a reasonable term. Neither Party shall be liable for failure to

obtain such insurance contracts, pricing discounts, or other preferential terms for the other Party. Each Party shall be responsible for any additional premiums, charges, or administrative fees that such Party may incur pursuant to this Section 6.07.

Section 6.08. Third-Party Vendors. Except as provided below, to the extent that any Nuance Welfare Plan is administered by a third-party vendor, the Parties shall cooperate and use their commercially reasonable efforts to replicate any contract with such third-party vendor for SpinCo and to maintain any pricing discounts or other preferential terms for both Nuance and SpinCo for a reasonable term. Neither Party shall be liable for failure to obtain such pricing discounts or other preferential terms for the other Party. Each Party shall be responsible for any additional premiums, charges, or administrative fees that such Party may incur pursuant to this Section 6.08.

ARTICLE 7 LONG-TERM DISABILITY EMPLOYEES

Section 7.01. SpinCo LTD Employees. Notwithstanding any provisions of this Agreement to the contrary, the terms and conditions of employment related to SpinCo LTD Employees, including issues related to Benefit Plans, shall be as set forth on Schedule 7.01.

ARTICLE 8 DEFINED BENEFIT PENSION PLANS

Section 8.01. Non-U.S. Pension Plans. Liabilities for vested and unvested benefits relating to SpinCo Employees and Former SpinCo Employees, under each non-U.S. defined benefit pension plan sponsored by Nuance or a member of the Nuance Group or SpinCo or a member of the SpinCo Group shall be addressed as set forth on Schedule 8.01.

ARTICLE 9 DEFINED CONTRIBUTION PLANS

Section 9.01. SpinCo 401(k) Plan. Effective as of a date no later than the Distribution Date (the “Applicable 401(k) Date”), SpinCo shall establish a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the “SpinCo 401(k) Plan”) providing benefits to the SpinCo Employees participating in any qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code sponsored by any member of the Nuance Group (collectively, the “Nuance 401(k) Plan”) as of the Distribution.

Section 9.02. 401(k) Plan-to-Plan Transfer. As of a date determined by Nuance and SpinCo following the Applicable 401(k) Date (the “Transfer Date”), Nuance will cause the transfer of an amount representing the entire account balances (including outstanding loans) of the SpinCo Employees actively employed as of the Transfer Date who participated in the Nuance 401(k) Plan immediately prior to the Transfer Date determined as of the plan valuation date coinciding with or next preceding the Transfer Date, together with the actual return thereon from such valuation date to the Transfer Date, to the trustee of the SpinCo 401(k) Plan.

Section 9.03. Employer 401(k) Plan Contributions. The Nuance Group shall remain responsible for making all employer contributions under the Nuance 401(k) Plan with respect to any SpinCo Employees or Former SpinCo Employees relating to periods prior to the Applicable

401(k) Date; provided, that, prior to the Transfer Date, the Nuance Group shall make all employer contributions with respect to such SpinCo Employee or Former SpinCo Employee required under the Nuance 401(k) Plan for periods of time prior to the Applicable 401(k) Date. On and after the Applicable 401(k) Date, the SpinCo Group shall be responsible for all employer contributions under the SpinCo 401(k) Plan with respect to any SpinCo Employees or Former SpinCo Employees.

Section 9.04. Limitation of Liability. For the avoidance of doubt, Nuance shall have no responsibility for any failure of SpinCo to properly administer the SpinCo 401(k) Plan in accordance with its terms and applicable Law, including any failure to properly administer the accounts of SpinCo Employees and their respective beneficiaries, including accounts transferred over in accordance with Section 9.02, in such SpinCo 401(k) Plan.

Section 9.05. Non-U.S. Defined Contribution Plans. Except as otherwise provided on Schedule 9.05, the treatment of each Nuance Benefit Plan that is a defined contribution plan for the benefit of employees outside of the United States and in which any SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee participates (each, a “Non-U.S. DC Plan”) shall be governed by the applicable Local Agreement; provided, that if a Local Agreement does not address the treatment of an applicable Non-U.S. DC Plan, then Nuance and SpinCo shall use commercially reasonable efforts to cause such Non-U.S. DC Plan to be treated in a manner that is consistent with applicable Law and, to the extent practicable, the general principles of this ARTICLE 9.

ARTICLE 10 ACCRUED LEAVE

Section 10.01. Vacation, Holidays, Annual Leave, and Other Leaves. On the applicable Welfare Plan Date, the SpinCo Group shall assume and be solely responsible for all Liabilities for vacation, holiday, annual leave, and/or other leave accruals and benefits with respect to each SpinCo Employee; provided, however, that (a) for purposes of determining the number of vacation, holiday, annual leave, or other leave days to which such employee shall be entitled following the applicable Welfare Plan Date, SpinCo and its Subsidiaries shall assume and honor all such days accrued or earned but not yet taken by such employee, if any, as of the applicable Welfare Plan Date, and (b) to the extent that such employee is entitled under any applicable Law or any policy of his or her respective employer that is a member of the Nuance Group, as the case may be, to be paid for any vacation, holiday, annual leave, or other leave days accrued or earned but not yet taken by such employee as of the applicable Welfare Plan Date, SpinCo shall assume and be solely responsible for the Liability to pay for such days.

ARTICLE 11 EQUITY COMPENSATION

Section 11.01. SpinCo Equity Incentive Plan. Prior to the Distribution, Nuance shall cause SpinCo to adopt an equity incentive plan or program, to be effective immediately prior to the Distribution (the “SpinCo Equity Incentive Plan”), and Nuance shall approve the SpinCo Equity Incentive Plan and a form of restricted stock unit award agreement for use thereunder (the “SpinCo Award Agreement”) as the sole stockholder of SpinCo.

Section 11.02. Treatment of Outstanding Nuance Options. Each Nuance Option shall be adjusted effective as of the Distribution as follows: (i) the number of shares of Nuance Common Stock subject to each such Nuance Option shall be equal to the product of (x) the number

of shares of Nuance Common Stock subject to such Nuance Option immediately prior to the Distribution and (y) the Nuance Equity Conversion Ratio, with any fractional shares subject to each such Nuance Option following such adjustment rounded down to the nearest whole share and (ii) the per-share exercise price of each such Nuance Option shall be equal to the quotient of (x) the per-share exercise price of such Nuance Option immediately prior to the Distribution divided by (y) the Nuance Equity Conversion Ratio, rounded up to the nearest whole cent. Such adjustment shall be determined in a manner consistent with the requirements of Sections 409 and 424 of the Code and the regulations thereunder, to the extent applicable. Following the Distribution, each such Nuance Option, as adjusted in accordance with this Section 11.02, shall remain outstanding and subject to its respective terms and provisions.

Section 11.03. Treatment of Outstanding Nuance Restricted Stock Units Held by SpinCo Employees.

(a) Each Nuance Restricted Stock Unit held by a SpinCo Employee as of immediately prior to Distribution that is scheduled to vest in accordance with its terms on or before November 30, 2019, shall vest in full as of immediately prior to the Distribution, subject in all events to the occurrence of the Distribution.

(b) Each Nuance Restricted Stock Unit that is outstanding and held by a SpinCo Employee as of immediately prior to the Distribution that is scheduled to vest in accordance with its terms after November 30, 2019, shall be forfeited in accordance with its terms as of the Distribution (as a result of the SpinCo Employee's termination of employment with Nuance and its Subsidiaries) or otherwise canceled. On or as soon as reasonably practicable following the Distribution Date, subject to the SpinCo Employee's continued employment with a member of the SpinCo Group, each SpinCo Employee whose Nuance Restricted Stock Units were forfeited or canceled in connection with the Distribution shall be granted restricted stock units to be settled in SpinCo Common Stock ("SpinCo Restricted Stock Units") issued under the SpinCo Equity Incentive Plan and shall be subject to terms and conditions of the SpinCo Equity Incentive Plan and a restricted stock unit award agreement substantially in the form of the SpinCo Award Agreement. The number of SpinCo Restricted Stock Units that will be granted to each such SpinCo Employee shall be no fewer than the product of (x) the number of Nuance Restricted Stock Units held by such SpinCo Employee immediately prior to the Distribution that were forfeited or canceled in accordance with this Section 11.03(b) and (y) the SpinCo Equity Conversion Ratio, with any fractional shares (after aggregating all such SpinCo Restricted Stock Units) rounded down to the nearest whole share.

Section 11.04. Treatment of Outstanding Nuance Restricted Stock Units Held by Individuals Other Than SpinCo Employees. Each Nuance Restricted Stock Unit not covered by Section 11.02 shall be adjusted as of the Distribution Date into a number of Nuance Restricted Stock Units equal to the product of (x) the number of Nuance Restricted Stock Units subject to the award immediately prior to the Distribution and (y) the Nuance Equity Conversion Ratio, with any fractional shares subject to each such Nuance Restricted Stock Unit following such adjustment rounded down to the nearest whole share. Following the Distribution, each such Nuance Restricted Stock Unit, as adjusted in accordance with this Section 11.04, shall remain outstanding and subject to its respective terms and provisions.

Section 11.05. Treatment of Outstanding Nuance Performance Stock Units Held by SpinCo Employees.

(a) Each Nuance Performance Stock Unit held by a SpinCo Employee as of immediately prior to the Distribution that is scheduled to vest based on relative total shareholder return metrics to be measured as of November 6, 2019 (each, a “Canceled Nuance Performance Stock Unit”), shall be forfeited in accordance with its terms as of the Distribution (as a result of the SpinCo Employee’s termination of employment with Nuance and its Subsidiaries) or otherwise canceled, and in consideration of such forfeiture or cancellation, each SpinCo Employee whose Nuance Restricted Stock Units were forfeited in connection with the Distribution shall be granted the right to receive from SpinCo a cash payment equal to the product of (x) the number of shares of Nuance Common Stock that would have been earned in respect of such Nuance Performance Stock Unit had such forfeiture or cancellation not occurred (as adjusted as if such Nuance Performance Stock Units remained outstanding in accordance with Section 11.06 below), as determined by the Compensation Committee of Nuance as soon as reasonably practicable following November 6, 2019, pursuant to the terms of the Nuance Performance Stock Unit as in effect immediately prior to such forfeiture or cancellation, multiplied by (y) the closing price of Nuance Common Stock on the day prior to the Distribution Date. SpinCo shall assume all Liabilities with respect to the cash payment obligation described in this Section 11.05(a), and shall pay such amounts as soon as practicable, but in no event more than thirty (30) days, following Nuance’s delivering to SpinCo its determination of the extent to which the applicable performance criteria were achieved. For the avoidance of doubt, if a SpinCo Employee’s employment terminates prior to the payment of the cash payment contemplated by this Section 11.05(a) in respect of his or her Canceled Nuance Performance Stock Unit under circumstances that would have caused a forfeiture of the Nuance Performance Stock Unit as in effect immediately prior to its cancellation, no such payment shall be due to such SpinCo Employee.

(b) Each Nuance Performance Stock Unit held by a SpinCo Employee as of immediately prior to the Distribution that is scheduled to vest based on relative total shareholder return metrics to be measured after November 6, 2019, shall be forfeited in accordance with its terms as of the Distribution (as a result of the SpinCo Employee’s termination of employment with Nuance and its Subsidiaries) or otherwise canceled. On or as soon as reasonably practicable following the Distribution Date, each SpinCo Employee whose Nuance Performance Stock Units were so forfeited or canceled in connection with the Distribution shall be granted SpinCo Restricted Stock Units issued under the SpinCo Equity Incentive Plan and shall be subject to terms and conditions of the SpinCo Equity Incentive Plan and a restricted stock unit award agreement substantially in the form of the SpinCo Award Agreement. The number of SpinCo Restricted Stock Units to which a SpinCo Employee is entitled pursuant to this Section 11.05(b) shall equal the product of (x) the number of Nuance Performance Stock Units that were forfeited or canceled in accordance with this Section 11.05(b) (measured assuming achievement of target performance) and (y) the SpinCo Equity Conversion Ratio, with any fractional shares (after aggregating all such SpinCo Performance Stock Units) rounded down to the nearest whole share.

Section 11.06. Treatment of Outstanding Nuance Performance Stock Units Held by Individuals Other Than SpinCo Employees. Each Nuance Performance Stock Unit not covered by Section 11.05 shall be adjusted as of the Distribution into a number of Nuance Performance Stock Units equal to the product of (x) the number of Nuance Performance Stock Units subject to the award immediately prior to the Distribution and (y) the Nuance Equity Conversion Ratio, with any

fractional shares subject to each such Nuance Performance Stock Unit award following such adjustment rounded down to the nearest whole share. The Compensation Committee of Nuance shall make equitable adjustments to the performance goals for such Nuance Performance Stock Units to reflect the Distribution as it deems appropriate under the terms of the Nuance Equity Plans.

Section 11.07. Nuance ESPP. The administrator of the Nuance ESPP shall take all actions necessary and appropriate to provide that (i) SpinCo Employees in the Nuance ESPP shall not be eligible to participate in any future Purchase Periods that begin following the Distribution Date and (ii) any cash remaining in the Nuance ESPP account of any SpinCo Employee after the Distribution shall be refunded to such SpinCo Employee without interest as soon as administratively practicable.

Section 11.08. Establishment of the SpinCo ESPP. Prior to the Distribution, Nuance shall cause SpinCo to adopt an employee stock purchase plan, to be effective immediately prior to the Distribution (the “SpinCo ESPP”), and Nuance shall approve the SpinCo ESPP as the sole stockholder of SpinCo.

Section 11.09. Tax Reporting and Withholding for Equity-Based Awards. Unless otherwise required by applicable Law, (a) Nuance (or one of its Subsidiaries) will be responsible for all income, payroll, fringe benefit, social security, payment-on-account, and other Tax reporting relating to income of or otherwise owed by Nuance Employees, Former Nuance Employees, or Former SpinCo Employees from equity-based awards granted to such employees by Nuance and, with respect to awards subject to Section 11.03(a), SpinCo Employees, (b) SpinCo (or one of its Subsidiaries) will be responsible for all income, payroll, fringe benefit, social, payment-on-account, and other Tax reporting related to or otherwise owed on income of SpinCo Employees from SpinCo equity-based awards described in this ARTICLE 11 and the cash payment described in Section 11.05(a), (c) Nuance (or one of its Subsidiaries) shall be responsible for remitting applicable Tax withholdings and related payments for equity awards granted by Nuance and held by Nuance Employees, Former Nuance Employees, Former SpinCo Employees, and with respect to awards subject to Section 11.03(a), SpinCo Employees, to each applicable taxing authority, and (d) SpinCo (or one of its Subsidiaries) shall be responsible for remitting applicable Tax withholdings and related payments for SpinCo equity awards described in this ARTICLE 11 and the cash payment described in Section 11.05(a) to each applicable taxing authority. In all cases, Nuance and SpinCo (and any applicable Nuance Subsidiary and SpinCo Subsidiary) agree to cooperate to ensure that such obligations are met. Nuance and SpinCo agree to enter into any necessary agreements regarding the subject matter of this Section 11.09 to enable Nuance and SpinCo (and any applicable Nuance and SpinCo Subsidiaries) to fulfill their respective obligations hereunder and under applicable Law.

Nuance will be responsible for all income, payroll, fringe benefit, social security, payment-on account, and other Tax reporting relating to or otherwise owed on income of its nonemployee directors arising from equity-based awards granted by Nuance.

Section 11.10. Nuance and SpinCo Income Tax Deductions in Respect of Certain Equity Awards and Compensation. Unless otherwise required by applicable Law, solely the member of the Group for which the relevant individual is currently employed or, if such individual is not currently employed by a member of the Group, was most recently employed, in either case, at the time of the vesting, exercise, disqualifying disposition, payment or other relevant taxable event, as appropriate, in respect of equity awards and other compensation shall be entitled to claim any

income tax deduction in respect of such equity awards and other compensation on its respective tax return associated with such event; provided, that, notwithstanding the foregoing, Nuance (or the applicable member of the Nuance Group) shall be entitled to claim any income tax deduction associated with the exercise of any Nuance Option covered by Section 11.02.

Section 11.11. Compliance. For purposes of this ARTICLE 11, and notwithstanding the use of the phrase “substantially similar” or anything else to the contrary throughout this article, Nuance and SpinCo reserves the right to impose other requirements or different terms and conditions on the any Nuance or SpinCo equity awards and SpinCo stock incentive compensation plans, or to treat the equity awards in a different manner, to the extent that either of them determines it is necessary or advisable for legal or administrative reasons, including for compliance with non-U.S. laws and regulations and to mitigate the potential impact of non-U.S. tax consequences on the equity awards.

ARTICLE 12

NON-U.S. EMPLOYEES

Section 12.01. Transfer of Non-U.S. Employees.

(a) Automatic Transfer Employees shall not be terminated upon the Local Transfer Date or Delayed Transfer Date, as applicable; rather, such employees and the rights, powers, duties, liabilities, and obligations of the current employer with respect to such employees in respect of the terms of employment with the employees in force immediately before the applicable Local Transfer Date or Delayed Transfer Date, as applicable, shall be transferred to the applicable Destination Employer but only to the extent required by, and only then in accordance with, applicable Law.

(b) For Non-U.S. Employees who are not Automatic Transfer Employees, the Destination Employer shall offer employment to each such employee effective on the applicable Local Transfer Date, or, if applicable, the Delayed Transfer Date, or as otherwise agreed between Nuance and SpinCo, (a) at the employee’s same general location, and (b) with same base salary as is in effect immediately prior to the Local Transfer Date or, if applicable, the Delayed Transfer Date, and (c) otherwise on terms and conditions that are substantially similar terms and conditions in the aggregate as those that were in effect immediately prior to the Local Transfer Date or, if applicable, the Delayed Transfer Date.

Section 12.02. Treatment of Non-U.S. Employees. Except as otherwise agreed by the Parties or as set forth in this Agreement or a Local Agreement, Nuance Employees and SpinCo Employees who reside outside of the United States or are otherwise subject to non-U.S. Law (“Non-U.S. Employees”) and their related benefits and Liabilities shall be treated under this Agreement in the same manner as the Nuance Employees and SpinCo Employees, respectively, who are residents of the United States and are not subject to non-U.S. Law; provided, that, notwithstanding anything to the contrary in this Agreement, all actions taken with respect to such Non-U.S. Employees shall be subject to and accomplished in accordance with applicable Law in the custom of the applicable jurisdictions and may be effectuated by implementation of a Local Agreement. In the case of a conflict between the terms and provisions of this Agreement and a Local Agreement, the terms and provisions of such Local Agreement shall control.

ARTICLE 13
COOPERATION; ACCESS TO INFORMATION; LITIGATION; CONFIDENTIALITY

Section 13.01. Cooperation. Following the date of this Agreement, the Parties shall, and shall cause their respective Subsidiaries to, use commercially reasonable efforts to cooperate with respect to any employee compensation or benefits matters that either Party reasonably determines require the cooperation of the other Party in order to accomplish the objectives of this Agreement. Without limiting the generality of the preceding sentence, (a) Nuance, SpinCo, and their respective Subsidiaries shall cooperate in connection with any audits of any Benefit Plan with respect to which such Party may have Information, (b) Nuance, SpinCo, and their respective Subsidiaries shall cooperate in connection with any audits of their respective payroll services (whether by a Governmental Authority in the United States or otherwise) in connection with the services provided by one Party to the other Party, and (c) Nuance, SpinCo, and their respective Subsidiaries shall cooperate in good faith in connection with the notification and consultation with labor unions and other employee representatives of employees of the Nuance Group and the SpinCo Group. With respect to each Benefit Plan, the obligations of the Nuance Group and the SpinCo Group to cooperate pursuant to this Section 13.01 or any other provision of this Agreement shall remain in effect until the latest of (i) the date on which all audits of such Benefit Plan with respect to which a Party may have Information have been completed, (ii) the date the applicable statute of limitations with respect to such audits has expired, and (iii) the date on which the Nuance Group discharges all obligations to SpinCo Employees, Former SpinCo Employees, and their respective beneficiaries under such Benefit Plan.

Section 13.02. Access to Information; Privilege; Confidentiality. Except as would be inconsistent with Section 13.01 or any other provision of this Agreement relating to cooperation, Article VII of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

ARTICLE 14
TERMINATION

Section 14.01. Termination. This Agreement may be terminated by Nuance at any time, in its sole discretion, prior to the Distribution; provided, however, that this Agreement shall automatically terminate upon the termination of the Separation Agreement in accordance with its terms.

Section 14.02. Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, none of the Parties (or any of its directors or officers) shall have any Liability or further obligation to any other Party under this Agreement.

ARTICLE 15
MISCELLANEOUS

Section 15.01. Incorporation of Indemnification Provisions of Separation Agreement. In addition to the specific indemnification provisions in this Agreement, Article VI of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

Section 15.02. Additional Indemnification. If the Parties determine that SpinCo is unable to establish any SpinCo Benefit Plan as of the applicable Local Transfer Date (or the applicable Welfare Plan Date, if applicable) that it is required under this Agreement to establish by such date, then SpinCo shall indemnify, defend, and hold harmless each of the Nuance Indemnitees from and against any and all Liabilities of the Nuance Indemnitees relating to, arising out of, or resulting from participation by any SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee on or after the applicable Local Transfer Date (or the applicable Welfare Plan Date) in any such Nuance Benefit Plan due to the failure to timely establish such SpinCo Benefit Plan or Plans. In addition, SpinCo shall indemnify, defend, and hold harmless each of the Nuance Indemnitees from and against any and all Liabilities of the Nuance Indemnities relating to, arising out of, or resulting from any claim by any SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee that Nuance or any other member of the Nuance Group is a “joint employer” or “co-employer” (or term of similar meaning under applicable Law) with SpinCo or any other member of the SpinCo Group of any such SpinCo Employee, SpinCo LTD Employee, or Former SpinCo Employee on or after the Distribution Date (including, except as otherwise specifically provided in this Agreement or the TSA, with respect to a claim that any of the foregoing are entitled to participate in any Nuance Benefit Plan at any time on or after the Distribution Date).

Section 15.03. Further Assurances. Article IX of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

Section 15.04. Administration. SpinCo hereby acknowledges that Nuance has provided or will provide administration services for certain SpinCo Benefit Plans, and SpinCo agrees to assume responsibility for the administration and administration costs of such plans and each other SpinCo Benefit Plan. The Parties shall cooperate in good faith to complete such transfer of responsibility on commercially reasonable terms and conditions effective no later than the Distribution or the applicable Welfare Plan Date or Workers’ Compensation Claim Date.

Section 15.05. Third-Party Beneficiaries. Except as otherwise may be provided in the Separation Agreement with respect to the rights of any Nuance Indemnitee or SpinCo Indemnitee, (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer any rights or remedies hereunder upon any Person except the Parties and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 15.06. Employment Tax Reporting Responsibility. To the extent applicable, the Parties hereby agree to follow the alternate procedure for U.S. employment tax withholding as provided in Section 5 of Rev. Proc. 2004-53, I.R.B. 2004-35.

Section 15.07. Data Privacy. The Parties agree that any applicable data privacy Laws and any other obligations of the SpinCo Group and the Nuance Group to maintain the confidentiality of any Information relating to employees in accordance with applicable Law shall govern the disclosure of Information relating to employees among the Parties under this Agreement. Nuance and SpinCo shall ensure that they each have in place appropriate technical and organizational security measures to protect the personal data of the SpinCo Employees and Former SpinCo Employees. Additionally, each Party shall sign any documentation as may be required to comply with applicable data privacy Laws.

Section 15.08. Section 409A. Nuance and SpinCo shall cooperate in good faith and use reasonable best efforts to ensure that the transactions contemplated by the Separation Agreement and the Ancillary Agreements, including this Agreement, will not result in adverse tax consequences under Section 409A of the Code to any Nuance Employee, Former Nuance Employee, SpinCo Employee, or Former SpinCo Employee (or any of their respective beneficiaries), in respect of their respective benefits under any Benefit Plan.

Section 15.09. Confidentiality.

(a) Each of Nuance and SpinCo, on behalf of itself and each Person in its respective Group, shall, and shall cause its respective directors, officers, employees, agents, accountants, counsel, and other advisors and representatives to, hold in strict confidence and not release or disclose, with at least the same degree of care, that it applies to its own confidential and proprietary Information pursuant to policies in effect as of the Distribution, but no less than a reasonable degree of care, all Information concerning the other Group or its business that is either in its possession (including Information in its possession prior to the Distribution) or furnished by the other Group or its respective directors, officers, employees, agents, accountants, counsel, and other advisors and representatives at any time pursuant to this Agreement and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except, in each case, to the extent that such Information is (i) in the public domain through no fault of any member of the Nuance Group or the SpinCo Group, as applicable, or any of its respective directors, officers, employees, agents, accountants, counsel, or other advisors and representatives, (ii) later lawfully acquired from other sources by any of Nuance, SpinCo, or its respective Group, directors, officers, employees or agents, accountants, counsel, or other advisors and representatives, as applicable, which sources are not, to the knowledge of any of Nuance, SpinCo, or Persons in its respective Group, themselves bound by a confidentiality obligation regarding such Information, (iii) independently generated without reference to any proprietary or confidential Information of the Nuance Group or the SpinCo Group, as applicable, or (iv) required to be disclosed by applicable Law; provided, however, that the Person required to disclose such Information gives the applicable Person prompt and, to the extent reasonably practicable, prior notice of such disclosure and an opportunity to contest such disclosure and shall use commercially reasonable efforts to cooperate, at the expense of the requesting Person, in seeking any reasonable protective arrangements requested by such Person. If such appropriate protective order or other remedy is not obtained, the Person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Information. Notwithstanding the foregoing, each of Nuance and SpinCo may release or disclose, or permit to be released or disclosed, any such Information concerning the other Group (A) to their respective directors, officers, employees, agents, accountants, counsel, and other advisors and representatives who need to know such Information (who shall be advised of the obligations hereunder with respect to such Information) and (B) to any nationally recognized statistical rating agency as it reasonably deems necessary, solely for the purpose of obtaining a rating of securities upon normal terms and conditions; provided, however, that the Party whose Information is being disclosed or released to such rating agency is promptly notified thereof.

(b) Without limiting the foregoing, when any Information concerning the other Group or its business is no longer needed for the purposes contemplated by this Agreement, the applicable Party shall, promptly after request of the other Party, either return all Information in a

tangible form (including all copies thereof and all notes, extracts, or summaries based thereon) or certify to the other Party, as applicable, that it has destroyed such Information (and used commercially reasonable efforts to destroy all such Information electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database)).

Section 15.10. Additional Provisions. Article XI of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

CERENCE INC.

By: /s/ Leanne Fitzgerald
Name: Leanne Fitzgerald
Title: Vice President and Secretary

[Signature Page to Employee Matters Agreement]

INTELLECTUAL PROPERTY AGREEMENT

by and between

Nuance Communications, Inc.

and

Cerence Inc.

Dated as of

September 30, 2019

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	DEFINITIONS	
Section 1.01.	Definitions	1
	ARTICLE II	
	RECORDATION OF INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENTS	
Section 2.01.	Intellectual Property Assignment Agreements	5
Section 2.02.	Recordation	5
Section 2.03.	Security Interests	5
	ARTICLE III	
	LICENSES AND COVENANTS FROM NUANCE TO SPINCO	
Section 3.01.	License Grants	6
Section 3.02.	Other Covenants	7
	ARTICLE IV	
	LICENSES AND COVENANTS FROM SPINCO TO NUANCE	
Section 4.01.	License Grants	8
Section 4.02.	Other Covenants	9
	ARTICLE V	
	ADDITIONAL INTELLECTUAL PROPERTY RELATED MATTERS	
Section 5.01.	Ownership	10
Section 5.02.	Assignments and Licenses	10
Section 5.03.	No Implied Rights	10
Section 5.04.	No Obligation To Prosecute or Maintain Patents	10
Section 5.05.	No Technical Assistance	10
Section 5.06.	Group Members	10
	ARTICLE VI	
	CONFIDENTIAL INFORMATION	
Section 6.01.	Confidentiality	10
Section 6.02.	Disclosure of Confidential Technical Information	11
Section 6.03.	Compulsory Disclosure of Confidential Technical Information	11
	ARTICLE VII	
	LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER	

Section 7.01.	Limitation on Liability	11
Section 7.02.	Disclaimer of Representations and Warranties	11
ARTICLE VIII TRANSFERABILITY AND ASSIGNMENT		
Section 8.01.	No Assignment or Transfer Without Consent	12
Section 8.02.	Divested Businesses	12
ARTICLE IX TERMINATION		
Section 9.01.	Termination by Both Parties	13
Section 9.02.	Termination prior to the Distribution	13
Section 9.03.	Effect of Termination; Survival	13
ARTICLE X FURTHER ASSURANCES		
Section 10.01.	Further Assurances	13
ARTICLE XI MISCELLANEOUS		
Section 11.01.	Counterparts; Entire Agreement; Corporate Power	14
Section 11.02.	Dispute Resolution	14
Section 11.03.	Governing Law; Jurisdiction	15
Section 11.04.	Waiver of Jury Trial	15
Section 11.05.	Court-Ordered Interim Relief	15
Section 11.06.	Specific Performance	16
Section 11.07.	Third-Party Beneficiaries	16
Section 11.08.	Notices	16
Section 11.09.	Import and Export Control	17
Section 11.10.	Bankruptcy	17
Section 11.11.	Severability	18
Section 11.12.	Expenses	18
Section 11.13.	Headings	18
Section 11.14.	Survival of Covenants	18
Section 11.15.	Waivers of Default	18
Section 11.16.	Amendments	18
Section 11.17.	Interpretation	19
SCHEDULE A	– Fields of Use	
SCHEDULE B	– Nuance Data	
SCHEDULE C	– SpinCo Data	
SCHEDULE D	– SpinCo Patents	
SCHEDULE E	– SpinCo IDs	
SCHEDULE F	– SpinCo Trademarks	

SCHEDULE G	–	SpinCo Domain Names
SCHEDULE H	–	Technology Assets
SCHEDULE I	–	OEM Technology
EXHIBIT A1	–	Patent Assignment Agreement
EXHIBIT A2	–	Trademark Assignment Agreement
EXHIBIT A3	–	Domain Name Assignment Agreement
EXHIBIT A4	–	Invention Disclosure Assignment Agreement

RECITALS

WHEREAS, in connection with the contemplated Spin-Off of SpinCo and concurrently with the execution of this Agreement, Nuance and SpinCo are entering into a Separation and Distribution Agreement (the "Separation Agreement");

WHEREAS, pursuant to the Separation Agreement and the other Ancillary Agreements, as of the Distribution Date, the Nuance IP has been allocated to the Nuance Group and the SpinCo IP has been allocated to the SpinCo Group;

WHEREAS, the Parties wish to record the transfers of any registrations or applications of Nuance IP and SpinCo IP, as applicable, to the extent the ownership thereof has transferred from a member of the Nuance Group to a member of the SpinCo Group, or vice versa, pursuant to the Separation Agreement or any other Ancillary Agreement;

WHEREAS, pursuant to the Separation Agreement and the other Ancillary Agreements, as of the Distribution Date, the Nuance IP allocated to the Nuance Group includes the Nuance Patents, the Nuance Shared Technology Assets and the Nuance Data, and the SpinCo IP allocated to the SpinCo Group includes the SpinCo Patents, the SpinCo Shared Technology Assets and the SpinCo Data;

WHEREAS, it is the intent of the Parties that Nuance grant a license to SpinCo under the Nuance Patents and the Nuance Shared Technology Assets, and provide certain rights or services to the SpinCo Group with respect to the Nuance Data, in each case for the SpinCo Field of Use, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, it is the intent of the Parties that SpinCo grant a license to Nuance under the SpinCo Patents and the SpinCo Shared Technology Assets, and provide certain rights or services to the Nuance Group with respect to certain of the SpinCo Data, in each case for the Nuance Field of Use, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the following terms have the meanings set forth below and herein, and the terms defined in Schedules shall have the meanings set forth therein. Capitalized terms used, but not defined in this Agreement shall have the meanings ascribed to such terms in the Separation Agreement or any other Ancillary Agreement, as applicable.

“Bankruptcy Code” has the meaning set forth in Section 11.10.

“Confidential Technical Information” means, with respect to each Disclosing Party, any confidential Data, Trade Secrets or Technology source code within the Nuance IP or SpinCo IP, as applicable, that is in the Receiving Party’s possession or that the Receiving Party obtains pursuant to the terms of this Agreement, together with any tangible or electronic expressions or embodiments thereof; provided, that “Confidential Technical Information” shall not include information that is or was (i) publicly known at the time of disclosure or thereafter without any breach of this Agreement by the Receiving Party or its Group or (ii) subsequently made known to the Receiving Party or its Group from a source unconnected with either Party or its Group.

“Copyrights” means copyrights, works of authorship (including all translations, adaptations, derivations and combinations thereof), mask works, designs and database rights, including, in each case, any registrations and applications therefor.

“Data” means all data, databases and collections and compilations of data, in any form or medium.

“Disclosing Party” means each Party in its capacity as the discloser of Confidential Technical Information, as applicable.

“Divested Entity” has the meaning set forth in Section 8.02.

“Domain Name Assignment Agreement” has the meaning set forth in Section 2.01.

“Domain Names” means Internet domain names, including top level domain names and global top level domain names, URLs, social media identifiers, handles and tags.

“Intellectual Property Assignment Agreements” has the meaning set forth in Section 2.01.

“Intellectual Property Rights” or “IPR” means any and all intellectual property rights existing anywhere in the world associated with any and all (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) Domain Names, (v) rights in Technology, (vi) rights in Trade Secrets, (vii) rights in Data, (viii) all tangible embodiments of the foregoing in whatever form or medium and (ix) any other legal protections and rights related to any of the foregoing. “Intellectual Property Rights” specifically excludes contractual rights (including license grants from third parties).

“Invention Disclosure Assignment Agreement” has the meaning set forth in Section 2.01.

“Nuance Data” means any Data that is (i) owned by a Third Party and licensed to the Nuance Group as of immediately prior to the Distribution pursuant to a Nuance Data Agreement or (ii) owned by the Nuance Group as of immediately prior to the Distribution but subject to a Nuance Data Agreement, in each case (i) and (ii), which Data is used in the SpinCo Business as of immediately prior to the Distribution.

“Nuance Data Agreement” means each Contract identified in Schedule B.

“Nuance Field of Use” has the meaning set forth in Schedule A.

“Nuance IP” means all Intellectual Property Rights owned by the Nuance Group or the SpinCo Group as of immediately prior to the Distribution, other than the SpinCo IP.

“Nuance Patents” means all Patents included within the Nuance IP.

“Nuance Shared Technology Assets” means (i) the Nuance Technology Assets identified on Schedule H-2 and (ii) any other Nuance Technology Assets not identified on Schedule H-2 that are used in the SpinCo Business as of immediately prior to the Distribution; provided that the “Nuance Shared Technology Assets” exclude any OEM Technology.

“Nuance Technology Assets” means all of the Technology owned by the Nuance Group or the SpinCo Group as of immediately prior to the Distribution, excluding the SpinCo Technology Assets. For the avoidance of doubt, the “Nuance Technology Assets” include the Technology identified on Schedule H-1.

“Nuance Trademarks” means the Trademarks included in the Nuance IP.

“OEM Technology” means the Technology identified on Schedule I, each of which shall be subject to a separate agreement.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Patent Assignment Agreement” has the meaning set forth in Section 2.01.

“Patents” means patents (including all reissues, divisionals, continuations, continuations-in-part, reexaminations, supplemental examinations, inter partes review, post-grant oppositions, covered business methods reviews, substitutions and extensions thereof), patent registrations and applications, including provisional applications, statutory invention registrations, invention disclosures and inventions.

“Permitted Recipients” has the meaning set forth in Section 6.02.

“Receiving Party” means each Party in its capacity as the recipient of Confidential Technical Information, as applicable.

“Software” means any and all (i) computer programs and applications, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, including operating software, network software, firmware, middleware, design software, design tools, ASP, HTML, DHTML, SHTML and XML files, cgi and other scripts, APIs and web widgets, (ii) descriptions, flow charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, (iii) all documentation including user manuals and other training documentation related to any of the foregoing and (iv) all tangible embodiments of the foregoing in whatever

form or medium now known or yet to be created, including all disks, diskettes and tapes; provided, that “Software” does not include Data.

“SpinCo Copyrights” means unregistered Copyrights that are owned by the Nuance Group or the SpinCo Group and exclusively related to the SpinCo Business as of immediately prior to the Distribution; provided, that the “SpinCo Copyrights” do not include any Technology or SpinCo Data.

“SpinCo Data” means any Data that is (i) owned by a Third Party and licensed to the Nuance Group or SpinCo Group as of immediately prior to the Distribution pursuant to a SpinCo Data Agreement or (ii) owned by the Nuance Group or SpinCo Group as of immediately prior to the Distribution but subject to a SpinCo Data Agreement and (iii) Data owned by the Nuance Group or SpinCo Group and exclusively related to the SpinCo Business as of immediately prior to the Distribution.

“SpinCo Data Agreement” means each Contract identified in Schedule C.

“SpinCo Domain Names” means the Domain Names identified on Schedule G, in each case excluding any Trademarks containing “Nuance” or any transliteration or translation thereof or any version of the “Nuance and Design” logo.

“SpinCo Field of Use” has the meaning set forth in Schedule A.

“SpinCo IDs” means the invention disclosures identified on Schedule E.

“SpinCo IP” means (i) the SpinCo Patents, (ii) the SpinCo Copyrights, (iii) the SpinCo Domain Names, (iv) the SpinCo Trade Secrets, (v) the SpinCo Trademarks, (vi) the SpinCo IDs, (vii) the SpinCo Technology Assets and (viii) the SpinCo Data.

“SpinCo Patents” means the Patents identified on Schedule D.

“SpinCo Shared Technology Assets” means the SpinCo Technology Assets identified on Schedule H-4. For the avoidance of doubt, the “SpinCo Shared Technology Assets” exclude any OEM Technology.

“SpinCo Technology Assets” means the Technology identified on Schedule H-3.

“SpinCo Trade Secrets” means the Trade Secrets known to the Parties that are owned by the Nuance Group or SpinCo Group and exclusively related to the SpinCo Business as of immediately prior to the Distribution; provided, that the “SpinCo Trade Secrets” do not include any Technology or SpinCo Data.

“SpinCo Trademarks” means the Trademarks identified on Schedule F.

“Technology” means Software, technical documentation, specifications, schematics, designs, user interfaces, test reports, bills of material, build instructions, lab notebooks, prototypes, samples, programs, routines, subroutines, tools, materials, apparatus, and all recordings, graphs, drawings, reports, analyses, other writings, disks, diskettes and tapes,

together with all Intellectual Property Rights (other than Patents and Trademarks) in the foregoing.

“Third Party” means any Person (including any Governmental Authority) who is not a member of the Nuance Group or the SpinCo Group.

“Trade Secrets” means all information, in any form or medium, to the extent that the owner thereof has taken reasonable measures to keep such information secret and the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

“Trademark Assignment Agreement” has the meaning set forth in Section 2.01.

“Trademarks” means trademarks, service marks, trade names, logos, slogans, trade dress or other source identifiers, including any registration or any application for registration therefor, together with all goodwill associated therewith.

ARTICLE II

RECORDATION OF INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENTS

Section 2.01. Intellectual Property Assignment Agreements. In order to carry out the intent of the Parties with respect to the recordation of the transfers of any registrations or applications of Nuance IP or SpinCo IP, as applicable, to the extent the ownership thereof has transferred from a member of the Nuance Group to a member of the SpinCo Group, or vice versa, pursuant to the Separation Agreement or any other Ancillary Agreement, the Parties shall execute intellectual property assignments in a form substantially similar to that attached as Exhibit A1 (the “Patent Assignment Agreement”), Exhibit A2 (the “Trademark Assignment Agreement”), Exhibit A3 (the “Domain Name Assignment Agreement”) and Exhibit A4 (the “Invention Disclosure Assignment Agreement”) as well as such additional case specific assignments as deemed appropriate or necessary under applicable Laws (collectively, the “Intellectual Property Assignment Agreements”) for recordation with the appropriate Governmental Authority.

Section 2.02. Recordation. The relevant assignee Party shall have the sole responsibility, at its sole cost and expense, to file the Intellectual Property Assignment Agreements and any other forms or documents with the appropriate Governmental Authorities as required to record the transfer of any registrations or applications of Nuance IP or SpinCo IP that is allocated under the Separation Agreement, as applicable, and the relevant assignor Party hereby consents to such recordation.

Section 2.03. Security Interests. Prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration and at no expense to the other Party, to obtain, cause to be obtained or properly record the release of any outstanding Security Interest attached to any Nuance IP or SpinCo IP that is subject to assignment from one Party or its Group to the other Party or its Group hereunder, as applicable, and to take, or cause to be taken, all actions as the other Party may reasonably be requested to take in order to obtain, cause to be obtained or properly record such release.

ARTICLE III
LICENSES AND COVENANTS FROM NUANCE TO SPINCO

Section 3.01. License Grants.

(a) Patents. Subject to the terms and conditions of this Agreement, as of the Distribution Date, Nuance hereby grants to SpinCo and the members of the SpinCo Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 3.01(g)) license under the Nuance Patents, solely to the extent that claims of the Nuance Patents cover products or services of the SpinCo Business in the SpinCo Field of Use, together with natural extensions and evolutions thereof, in each case to make, have made, use, sell, offer for sale, import and otherwise exploit such products and services, together with natural extensions and evolutions thereof.

(b) Technology. Subject to the terms and conditions of this Agreement, as of the Distribution Date, Nuance hereby grants to SpinCo and the members of the SpinCo Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 3.01(g)) license to install, access, use, reproduce, perform, display, modify (including the right to create improvements and derivative works), further develop, sell, manufacture, distribute and market products and services based on, using or incorporating the Nuance Shared Technology Assets within the SpinCo Field of Use, together with natural extensions and evolutions thereof.

(c) Other Nuance Shared IP. Subject to the terms and conditions of this Agreement, as of the Distribution Date, Nuance hereby grants to SpinCo and the members of the SpinCo Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 3.01(g)) license to continue to use any Nuance IP (other than Nuance Patents, Nuance Technology Assets, Nuance Trademarks and Nuance Data), in each case solely as and to the extent that it is used by the SpinCo Group in connection with products and services of the SpinCo Business within the SpinCo Field of Use, together with natural extensions and evolutions thereof.

(d) Trademarks. The Parties acknowledge and agree that no rights are granted to the SpinCo Group in this Agreement with respect to any Trademarks or Domain Names, provided that certain rights and obligations with respect to the use by the SpinCo Group of certain Nuance Trademarks and related Domain Names shall be set forth in the Transitional Trademark License Agreement. To the extent there is a conflict between the terms of this Agreement and the Transitional Trademark License Agreement, the terms of the Transitional Trademark License Agreement shall control.

(e) Nuance Data. The Parties acknowledge and agree that certain rights and obligations with respect to the use or benefit by the SpinCo Group of certain Nuance Data shall be as provided in Schedule B.

(f) OEM Technology. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 3.01 does not grant any rights or licenses to any OEM Technology, which is subject to certain separate agreements between the Parties, and to the

extent there is a conflict between this Agreement and such separate agreements, such separate agreements shall control.

(g) Sublicenses. The licenses granted in Sections 3.01(a), (b) and (c) to the SpinCo Group include the right to grant sublicenses within the scope of such licenses only to members of the SpinCo Group and, without any further right to sublicense, to their respective (i) contractors, distributors, manufacturers and resellers, in each case solely for the benefit of the SpinCo Business, and (ii) end users and customers, in each case solely in connection with the use of products and services of the SpinCo Business. Notwithstanding the forgoing, subject to Section 3.02(b) and ARTICLE VI, members of the SpinCo Group may only sublicense the Nuance Shared Technology Assets pursuant to terms and conditions as protective as those under which it licenses its own Technology of a similar nature and value, and in any event terms and conditions that provide for commercially reasonable protection for the source code, structure and other confidential and proprietary elements of the Nuance Shared Technology Assets. The SpinCo Group shall remain liable for any breach or default of the applicable terms and conditions of this Agreement by any of its sublicensees.

Section 3.02. Other Covenants.

(a) SpinCo hereby acknowledges Nuance's right, title and interest in and to the Nuance IP. SpinCo agrees that it will not (i) oppose, challenge, petition to cancel, contest or threaten in any way, or assist another party in opposing, challenging, petitioning to cancel, contesting or threatening in any way, any application or registration by Nuance or its Affiliates or their respective licensees for any Nuance IP, (ii) engage in any act, or purposefully omit to perform any act, that impairs or adversely affects the rights of Nuance or any member of the Nuance Group in and to any Nuance IP or (iii) apply for any registration (including federal, state and national registrations) with respect to the Nuance IP.

(b) With respect to the Nuance Shared Technology Assets, SpinCo agrees that it will not (i) engage in any act, or purposefully omit to perform any act, that impairs or adversely affects the rights of Nuance or any member of the Nuance Group in and to any Nuance Shared Technology Assets, (ii) use the Nuance Shared Technology Assets on a service bureau, time sharing or similar basis, or for the benefit of any other Person, (iii) remove any proprietary markings in the Nuance Shared Technology Assets, (iv) incorporate or otherwise combine or integrate any open source software with or into the Nuance Shared Technology Assets such that the Nuance Shared Technology Assets, or any part thereof, becomes subject to any "open source," "copyleft" or similar type of license terms (including, without limitation, any license that is or was recognized as an open source software license by the Open Source Initiative), (v) reverse engineer, reverse assemble or decompile the Nuance Shared Technology Assets or any software component of the Nuance Shared Technology Assets or (vi) disclose, distribute or otherwise provide or permit access to source code of any Nuance Shared

Technology Assets other than to commercial source code escrow providers who are only permitted to make such source code available to third parties that have entered into an escrow agreement with a member of the SpinCo Group and escrow provider.

ARTICLE IV LICENSES AND COVENANTS FROM SPINCO TO NUANCE

Section 4.01. License Grants.

(a) Patents. Subject to the terms and conditions of this Agreement, as of the Distribution Date, SpinCo hereby grants to Nuance and the members of the Nuance Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 4.01(g)) license under the SpinCo Patents, solely to the extent that claims of the SpinCo Patents cover products or services of the Nuance Business in the Nuance Field of Use, together with natural extensions and evolutions thereof, in each case to make, have made use, sell, offer for sale, import and otherwise exploit such products and services, together with natural extensions and evolutions thereof.

(b) Technology. Subject to the terms and conditions of this Agreement, as of the Distribution Date, SpinCo hereby grants to Nuance and the members of the Nuance Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 4.01(g)) license to install, access, use, reproduce, perform, display, modify (including the right to create improvements and derivative works), further develop, sell, manufacture, distribute and market products and services based on, using or incorporating the SpinCo Shared Technology Assets within the Nuance Field of Use, together with natural extensions and evolutions thereof.

(c) Other SpinCo Shared IP. Subject to the terms and conditions of this Agreement, as of the Distribution Date, SpinCo hereby grants to Nuance and the members of the Nuance Group a worldwide, non-exclusive, fully paid-up, perpetual and irrevocable, transferable (subject to ARTICLE VIII), sublicensable (subject to Section 4.01(g)) license to continue to use any SpinCo IP (other than SpinCo Patents, SpinCo Technology Assets, SpinCo Trademarks, SpinCo Domain Names and SpinCo Data), in each case solely as and to the extent that it is used by the Nuance Group in connection with products and services of the Nuance Business within the Nuance Field of Use, together with natural extensions and evolutions thereof.

(d) Trademarks. The Parties acknowledge and agree that no rights are granted to the Nuance Group in this Agreement with respect to any Trademarks or Domain Names.

(e) SpinCo Data. The Parties acknowledge and agree that certain rights and obligations with respect to the use or benefit of the Nuance Group of certain SpinCo Data shall be as provided in Schedule C.

(f) OEM Technology. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.01 does not grant any rights or licenses to any OEM Technology, which is subject to certain separate agreements between the Parties, and to the

extent there is a conflict between this Agreement and such separate agreements, such separate agreements shall control.

(g) Sublicenses. The licenses granted in Sections 4.01(a), (b) and (c) to the Nuance Group include the right to grant sublicenses within the scope of such licenses only to members of the Nuance Group and, without any further right to sublicense, to their respective (i) contractors, distributors, manufacturers and resellers, in each case solely for the benefit of the Nuance Business and (ii) end users and customers, in each case solely in connection with the use of products and services of the Nuance Business. Notwithstanding the forgoing, subject to Section 4.02(b) and ARTICLE VI, members of the Nuance Group may only sublicense the SpinCo Shared Technology Assets pursuant to terms and conditions as protective as those under which it licenses its own Technology of a similar nature and value, and in any event terms and conditions that provide for commercially reasonable protection for the source code, structure and other confidential and proprietary elements of the SpinCo Shared Technology Assets. The Nuance Group shall remain liable for any breach or default of the applicable terms and conditions of this Agreement by any of its sublicensees.

Section 4.02. Other Covenants.

(a) Nuance hereby acknowledges SpinCo's right, title and interest in and to the SpinCo IP. Nuance agrees that it will not (i) oppose, challenge, petition to cancel, contest or threaten in any way, or assist another party in opposing, challenging, petitioning to cancel, contesting or threatening in any way, any application or registration by SpinCo or its Affiliates or their respective licensees for any SpinCo IP, (ii) engage in any act, or purposefully omit to perform any act, that impairs or adversely affects the rights of SpinCo or any member of the SpinCo Group in and to any SpinCo IP or (iii) apply for any registration (including federal, state and national registrations) with respect to the SpinCo IP.

(b) With respect to the SpinCo Shared Technology Assets, Nuance agrees that it will not (i) engage in any act, or purposefully omit to perform any act, that impairs or adversely affects the rights of SpinCo or any member of the SpinCo Group in and to any SpinCo Shared Technology Assets, (ii) use the SpinCo Shared Technology Assets on a service bureau, time sharing or similar basis, or for the benefit of any other Person, (iii) remove any proprietary markings in the SpinCo Shared Technology Assets, (iv) incorporate or otherwise combine or integrate any open source software with or into the SpinCo Shared Technology Assets such that the SpinCo Shared Technology Assets, or any part thereof, becomes subject to any "open source," "copyleft" or similar type of license terms (including, without limitation, any license that is or was recognized as an open source software license by the Open Source Initiative), (v) reverse engineer, reverse assemble or decompile the SpinCo Shared Technology Assets or any software component of the SpinCo Shared Technology Assets or (vi) disclose, distribute or otherwise provide or permit access to source code of any SpinCo Shared

Technology Assets other than to commercial source code escrow providers who are only permitted to make such source code available to third parties that have entered into an escrow agreement with a member of the Nuance Group and escrow provider.

ARTICLE V ADDITIONAL INTELLECTUAL PROPERTY RELATED MATTERS

Section 5.01. Ownership. The Party receiving the license hereunder acknowledges and agrees that the Party (or the applicable member of its Group) granting the license is the sole and exclusive owner of the Intellectual Property Rights so licensed.

Section 5.02. Assignments and Licenses. Any assignment, other transfer or license by either Party or any member of its Group of any Intellectual Property Rights licensed to the other Party or any member of its Group pursuant to ARTICLE III or ARTICLE IV, respectively, shall be subject to the applicable licenses, covenants and restrictions set forth herein.

Section 5.03. No Implied Rights. Nothing contained in this Agreement shall be construed as conferring any rights (including the right to sublicense) by implication, estoppel or otherwise, under any Intellectual Property Rights, other than as expressly granted in this Agreement, and all other rights under any Intellectual Property Rights licensed to a Party or the members of its Group hereunder are expressly reserved by the Party granting the license.

Section 5.04. No Obligation To Prosecute or Maintain Patents. Except as expressly set forth in this Agreement, no Party or any member of its Group shall have any obligation to seek, perfect or maintain any protection for any of its Intellectual Property Rights. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, no Party or any member of its Group shall have any obligation to file any Patent application, to prosecute any Patent, or secure any Patent rights or to maintain any Patent in force.

Section 5.05. No Technical Assistance. Except as expressly set forth in this Agreement, in the Separation Agreement or any other mutually executed agreement between the Parties or any of the members of their respective Groups, no Party or any member of its Group shall be required to provide the other Party with any technical assistance or to furnish any other Party with, or obtain on their behalf, any Intellectual Property Rights-related documents, materials or other information or technology.

Section 5.06. Group Members. Each Party shall cause the members of its Group to comply with all applicable provisions of this Agreement.

ARTICLE VI CONFIDENTIAL INFORMATION

Section 6.01. Confidentiality. Without limiting Section 6.02, all confidential information of a Party disclosed to the other Party under this Agreement shall be deemed confidential and proprietary information of the disclosing Party, shall be subject to the provisions of Section 7.09 of the Separation Agreement and may be used by the Receiving Party pursuant to this Agreement for the sole and express purpose of effecting the licenses granted herein.

Section 6.02. Disclosure of Confidential Technical Information. Except as expressly permitted by this Agreement, including in Section 3.02(b)(vi) or Section 4.02(b)(vi), the Receiving Party shall not, and shall not permit any other Person to, disclose any Confidential Technical Information to any Person without prior written consent of the Disclosing Party, except that the Receiving Party may disclose the Confidential Technical Information solely to those employees and contractors of the Receiving Party who have a need to know the Confidential Technical Information in connection with designing, developing, distributing, marketing, testing and supporting any products or services of the Receiving Party within the Nuance Field of Use or SpinCo Field of Use, as applicable (collectively, the “Permitted Recipients”); provided, that prior to such disclosure the Receiving Party shall notify each such Permitted Recipient in writing of the use and disclosure restrictions set forth in this Agreement and ensure that such Permitted Recipient is bound by confidentiality obligations with respect thereto. The Receiving Party shall take, at its sole expense, all reasonable measures to prevent any prohibited or unauthorized disclosure or use of any Confidential Technical Information, including by its Permitted Recipients, and shall be liable for any breaches of this Agreement by any of its Permitted Recipients, in each case, as if committed by the Receiving Party.

Section 6.03. Compulsory Disclosure of Confidential Technical Information. If the Receiving Party receives a request to disclose any Confidential Technical Information pursuant to a subpoena or other order of a Governmental Authority: (i) the Receiving Party shall promptly notify in writing the Disclosing Party thereof and reasonably consult with and assist the Disclosing Party in seeking a protective order or other appropriate remedy to limit such disclosure, (ii) in the event that such protective order or remedy is not obtained, the Receiving Party shall disclose only that portion of the Confidential Technical Information which, in the written opinion of the Receiving Party’s legal counsel, is legally required to be disclosed, and the Receiving Party shall use reasonable best efforts to ensure confidential treatment of any such disclosed Confidential Technical Information and (iii) the Disclosing Party shall be given an opportunity to review any such Confidential Technical Information prior to disclosure thereof. The Parties shall fully cooperate, to the extent permitted by Law, in any actions the Disclosing Party may take in seeking to prevent or limit such disclosure. Any Confidential Technical Information disclosed under this Section 6.03 shall continue to be deemed Confidential Technical Information for all purposes hereunder, notwithstanding such disclosure.

ARTICLE VII

LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

Section 7.01. Limitation on Liability. Without limiting the terms set forth in Section 6.09 of the Separation Agreement, none of Nuance, SpinCo or any other member of either Group shall in any event have any Liability to the other or to any other member of the other’s Group under this Agreement for any indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder and whether or not informed of the possibility of the existence of such damages.

Section 7.02. Disclaimer of Representations and Warranties. Each of Nuance (on behalf of itself and each other member of the Nuance Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that, except as expressly set forth in this Agreement, no Party is representing or warranting in any way, including any

implied warranties of merchantability, fitness for a particular purpose, title, registerability, allowability, enforceability or non-infringement, as to any Intellectual Property Rights licensed hereunder, as to the sufficiency of the Intellectual Property Rights licensed hereunder for the conduct and operations of the SpinCo Business or the Nuance Business, as applicable, as to the value or freedom from any Security Interests of, or any other matter concerning, any Intellectual Property Rights licensed hereunder, or as to the absence of any defenses or rights of setoff or freedom from counterclaim with respect to any claim or other Intellectual Property Rights of any such Party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Intellectual Property Rights or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth herein, any such Intellectual Property Rights are being licensed on an “as is,” “where is” basis and the respective licensees shall bear the economic and legal risks related to the use of the Nuance IP in the SpinCo Business or the SpinCo IP in the Nuance Business, as applicable.

ARTICLE VIII TRANSFERABILITY AND ASSIGNMENT

Section 8.01. No Assignment or Transfer Without Consent. Except as expressly set forth in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement, including the licenses granted pursuant to this Agreement, shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Notwithstanding the foregoing, if any Party to this Agreement (or any of its successors or permitted assigns) (a) shall enter into a consolidation or merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party’s assets, (b) shall transfer all or substantially all of such Party’s assets to any Person or (c) shall assign this Agreement to such Party’s Affiliates, then, in each such case, the assigning Party (or its successors or permitted assigns, as applicable) shall ensure that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party shall not be required to seek consent, but shall provide written notice and evidence of such assignment, assumption or succession to the non-assigning Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. No assignment permitted by this Section 8.01 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. For the avoidance of doubt, in no event will the licenses granted in this Agreement extend to products, services or other activities of the assignee existing on or before the date of the transaction described in clauses (a) or (b) of the preceding sentence, except to the extent that they were licensed under the terms of this Agreement prior to such transaction.

Section 8.02. Divested Businesses. In the event a Party divests a line of business or line of products or services by (a) spinning off a member of its Group by its sale or other disposition to a Third Party, (b) reducing ownership or control in a member of its Group so that it no longer qualifies as a member of its Group under this Agreement, (c) selling or otherwise transferring such line of business, products or services to a Third Party or (d) forming a joint venture with a Third Party with respect to such line of business, products or services (each such divested entity or line of business, products or services, a “Divested Entity”), the Divested Entity

shall retain those licenses granted to it under this Agreement, provided that the license shall be limited to the business, products or services (as applicable) of the Divested Entity as of the date of divestment and such natural development thereof within the Nuance Field of Use (where Nuance is the divesting Party) or SpinCo Field of Use (where SpinCo is the divesting party). The retention of any license grants are subject to the Divested Entity's and, in the event it is acquired by a Third Party, such Third Party's execution and delivery to the non-transferring Party, within 90 days of the effective date of such divestment, of a duly authorized, written undertaking, agreeing to be bound by the applicable terms of this Agreement. For the avoidance of doubt, (i) in no event will the licenses retained by a Divested Entity extend to products, services or other activities of a Third Party acquirer existing on or before the date of the divestment, except to the extent that they were licensed under the terms of this Agreement prior to such divestment, and (ii) in the event that a Divested Entity owns any Intellectual Property Rights licensed to the other Party under this Agreement, such Intellectual Property Rights may be transferred or assignment with such Divested Entity subject to the terms and conditions this Agreement.

ARTICLE IX TERMINATION

Section 9.01. Termination by Both Parties. Subject to Section 9.02, this Agreement may not be terminated except by an agreement in writing signed by a duly authorized officer of each of the Parties.

Section 9.02. Termination prior to the Distribution. This Agreement may be terminated by Nuance at any time, in its sole discretion, prior to the Distribution; provided, however, that this Agreement shall automatically terminate upon the termination of the Separation Agreement in accordance with its terms.

Section 9.03. Effect of Termination; Survival. In the event of any termination of this Agreement prior to the Distribution, neither Party (nor any member of their Group or any of their respective directors or officers) shall have any Liability or further obligation to the other Party or any member of its Group under this Agreement. Except with respect to termination of the Agreement under Section 9.02, notwithstanding anything in this Agreement to the contrary, ARTICLE I, ARTICLE VI, ARTICLE VII, this Section 9.03 and ARTICLE XI shall survive any termination of this Agreement.

ARTICLE X FURTHER ASSURANCES

Section 10.01. Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall use reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate, and make effective, the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further

consideration, but at the expense of the requesting Party: (i) to execute and deliver, or use reasonable best efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party; (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all Consents of any Governmental Authority or any other Person under any permit, license, Contract, indenture or other instrument; and (iii) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and any transfers of Intellectual Property Rights or assignments and assumptions of Liabilities related thereto as set forth in the Separation Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.01. Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement and the Exhibits and Schedules hereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement or the Separation Agreement, the provisions of this Agreement shall prevail.

(c) Nuance represents on behalf of itself and each other member of the Nuance Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 11.02. Dispute Resolution. In the event that either Party, acting reasonably, forms the view that another Party has caused a material breach of the terms of this Agreement, then the Party that forms such a view shall serve written notice of the alleged breach on the other Parties and the Parties shall work together in good faith to resolve any such alleged

breach within thirty (30) days of such notice (a "Dispute"). If any such alleged breach is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve any such alleged breach within the following thirty (30) days of the referral of the matter to the senior executives. If no resolution is reached with respect to any such alleged breach in accordance with the procedures contained in this Section 11.02, then the Parties may seek to resolve such matter in accordance with Section 11.03, Section 11.04, Section 11.05 and Section 11.06

Section 11.03. Governing Law; Jurisdiction. Any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Affiliates, successors and assigns under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 11.03, Section 11.04, Section 11.05 and Section 11.06 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 11.04. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING THEIR EXECUTION, PERFORMANCE OR ENFORCEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Section 11.05. Court-Ordered Interim Relief. In accordance with Section 11.03 and Section 11.04, at any time after giving notice of a Dispute, each Party shall be entitled to interim measures of protection duly granted by a court of competent jurisdiction: (1) to preserve the status quo pending resolution of the Dispute; (2) to prevent the destruction or loss of documents and other information or things relating to the Dispute; or (3) to prevent the transfer, disposition or hiding of assets. Any such interim measure (or a request therefor to a court of competent jurisdiction) shall not be deemed incompatible with the provisions of Section 11.02, Section 11.03 and Section 11.04. Until such Dispute is resolved in accordance with Section 11.02 or final judgment is rendered in accordance with Section 11.03 and Section 11.04, each

Party agrees that such Party shall continue to perform its obligations under this Agreement and that such obligations shall not be subject to any defense or setoff, counterclaim, recoupment or termination.

Section 11.06. Specific Performance. Subject to Section 11.02 and Section 11.05, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond or similar security with such remedy are waived.

Section 11.07. Third-Party Beneficiaries. Except as otherwise expressly set forth herein or as otherwise may be provided in the Separation Agreement with respect to the rights of any Nuance Indemnitee or SpinCo Indemnitee, in his, her or its respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 11.08. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Nuance, to:

Nuance Communications, Inc.
1 Wayside Road, Burlington, MA 01803
Attn: Wendy Cassity, EVP and Chief Legal Officer
email: Wendy.cassity@nuance.com
with a copy to: David Garfinkel, SVP Corporate Development
email: David.garfinkel@nuance.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams

Michael E. Vogel
email: sbarshay@paulweiss.com
swilliams@paulweiss.com
mvogel@paulweiss.com
Facsimile: 212-492-0040

If to SpinCo, to:

Cerence Inc.
15 Wayside Road, Burlington, MA 01803
Attn: Leanne Fitzgerald, General Counsel
email: Leanne.Fitzgerald@cerence.com
with a copy to: Mark Gallenberger, Chief Financial Officer
email: Mark.Gallenberger@cerence.com

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

Section 11.09. Import and Export Control. Each Party agrees that it shall comply with all applicable national and international laws and regulations relating to import and/or export control in its country(ies), if any, involving any commodities, software, services or technology within the scope of this Agreement.

Section 11.10. Bankruptcy. The Parties acknowledge and agree that all rights and licenses granted by the other under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties agree that, notwithstanding anything else in this Agreement, Nuance and the members of the Nuance Group and SpinCo and the members of the SpinCo Group, as licensees of such intellectual property rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code (including Nuance's and the Nuance Group members' and SpinCo's and the SpinCo Group members' right

to the continued enjoyment of the rights and licenses respectively granted by under this Agreement).

Section 11.11. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 11.12. Expenses. Except as set forth on Schedule XXIV to the Separation Agreement, as otherwise expressly provided in this Agreement or the Separation Agreement, (i) all third-party fees, costs and expenses incurred by either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off prior to or on the Distribution Date, whether payable prior to, on or following the Distribution Date (but excluding, for the avoidance of doubt, any financing fees or interest payable in respect of any indebtedness incurred by SpinCo in connection with the Spin-Off), will be borne and paid by Nuance and (ii) all third-party fees, costs and expenses incurred by either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off following the Distribution Date, whether payable prior to, on or following the Distribution Date, will be borne and paid by the Party incurring such fee, cost or expense. For the avoidance of doubt, this Section 11.12 shall not affect each Party's responsibility to indemnify Nuance Liabilities or SpinCo Liabilities, as applicable, arising from the transactions contemplated by the Distribution.

Section 11.13. Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.14. Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

Section 11.15. Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 11.16. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment,

supplement or modification is in writing and signed by the authorized representative of each Party.

Section 11.17. Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” “herewith” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 11.16 above). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “\$” or dollar amounts are to the lawful currency of the United States of America. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Agreement to be executed by their duly authorized representatives.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

CERENCE INC.

By: /s/ Leanne Fitzgerald
Name: Leanne Fitzgerald
Title: Vice President and Secretary

[Signature page to the Intellectual Property Agreement]

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

by and between

Nuance Communications, Inc.

and

Cerence Inc.

Dated as of

September 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
ARTICLE II GRANT	2
ARTICLE III RESTRICTIONS	3
ARTICLE IV OWNERSHIP	4
ARTICLE V QUALITY CONTROL	4
ARTICLE VI REPRESENTATIONS AND WARRANTIES	5
ARTICLE VII INDEMNIFICATION	6
ARTICLE VIII TERM AND TERMINATION	6
ARTICLE IX MISCELLANEOUS	7
SCHEDULE A - LICENSED TRADEMARKS	

RECITALS

WHEREAS, in connection with the contemplated Spin-Off of Licensee and concurrently with the execution of this Agreement, Licensor and Licensee are entering into a Separation and Distribution Agreement (the "Separation Agreement");

WHEREAS, Licensor is the owner of the Licensed Trademarks; and

WHEREAS, Licensee desires to receive a license to use the Licensed Trademarks for a transitional basis, and Licensor is willing to grant such license pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the following terms have the meanings set forth below. Capitalized terms used, but not defined in this Agreement shall have the meanings ascribed to such terms in the Separation Agreement or Intellectual Property Agreement (as applicable).

"Commercialize" means to sell, offer for sale, distribute or otherwise commercialize, including distribution, hosting or other commercial provision of Software and related services via any means.

"Domain Names" means Internet domain names, including top level domain names and global top level domain names, URLs, social media identifiers, handles and tags.

"Licensed Products" means those products and services Commercialized by the SpinCo Business that contain, bear, display or use any Licensed Trademarks as of immediately prior to the Distribution.

"Licensed Trademarks" shall mean the Trademarks set forth in Schedule A.

"Marketing Materials" means product literature, advertisements, sales literature, store displays, splash screens and other similar materials in any forms or media.

"Party" means either party hereto, and "Parties" means both parties hereto.

"Term" has the meaning set forth in Section 8.01.

“Trademark Guidelines” has the meaning set forth in Section 5.02(a).

“Trademarks” means trademarks, service marks, trade names, logos, slogans, trade dress or other source identifiers, including any registration or any application for registration therefor, together with all goodwill associated therewith.

ARTICLE II GRANT

Section 2.01. Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and the members of the SpinCo Group the following fully paid-up, royalty free, non-sublicensable (except as provided in Section 2.02), non-assignable and non-transferable (except as provided in Section 9.01), non-exclusive, worldwide licenses to use the Licensed Trademarks.

(a) Products and Marketing Materials: for a period of six (6) months following the Distribution Date, in connection with the Commercialization of Licensed Products and associated Marketing Materials within the SpinCo Field of Use (as defined in Exhibit A to the Intellectual Property Agreement); provided, that Licensee shall promptly arrange for the rebranding or destruction of any Licensed Products or Marketing Materials, as applicable, that remain unsold following such six (6) month period;

provided, that, the time period set forth in the foregoing clauses shall be extended for such additional period of time, not to exceed six (6) months, as may be required to obtain any license, permit, consent, approval or authorization from an applicable Governmental Authority that is required to cease use of the Licensed Trademarks on any Licensed Products or Marketing Materials therefor in connection with the import or export thereof; provided, further, that Licensee uses commercially reasonable efforts to obtain any such license, permit, consent, approval or authorization as soon as reasonably practicable after the Distribution Date;

(b) Other Uses: for a period of six (6) months following the Distribution Date, in connection with continuing the use of any other SpinCo Assets, not addressed in the foregoing clause (a), that contain, bear, display or use any Licensed Trademark as of the date hereof, including billboards, vehicle and equipment markings, stationery, purchase orders, forms, business cards, invoices, contracts or on letterhead and other media;

provided, further, that, in each case of the foregoing clauses (a) – (b) of this Section 2.01, all such uses shall be in a manner consistent with the operation of the SpinCo Business immediately prior to the Distribution Date.

Notwithstanding anything in this Agreement to the contrary, the foregoing licenses do not include the right to use the Licensed Trademarks as part of Domain Names without the prior written consent of Licensor.

Section 2.02. Sublicense Rights. The licenses granted to Licensee in Section 2.01 include the right to grant sublicenses to customers of the SpinCo Group in connection with Commercialization of the Licensed Products of Licensee and the SpinCo Group in the ordinary course of business, in each case solely for the benefit of the SpinCo Business;

provided, that Licensee ensures that the terms of any such sublicense are consistent with the terms of this Agreement and any such sublicensee complies with such sublicense. Licensee shall remain liable under this Agreement for any actions or omissions of its sublicensee in connection with this Agreement as if such actions were those of the Licensee under this Agreement.

Section 2.03. Efforts to Remove. Notwithstanding the rights set forth in this Article II, Licensee shall use commercially reasonable efforts to remove and cease using any Licensed Trademarks that appear on any publicly available or promotional materials used by any member of the SpinCo Group or their Affiliates within the SpinCo Business as soon as reasonably practical following the Distribution Date.

Section 2.04. Records. Notwithstanding anything in this Agreement to the contrary, and without limiting the rights otherwise granted in this Article II, the SpinCo Group shall have the right, at all times before, during and after the Distribution Date, to retain records and other historical or archived documents containing or referencing the Licensed Trademarks.

Section 2.05. No Implied Licenses. Nothing contained in this Agreement shall be construed as conferring any rights (including the right to sublicense) by implication, estoppel or otherwise, under any Intellectual Property Rights, other than as expressly granted in this Agreement, and all other rights under any Intellectual Property Rights licensed to a Party or the members of its Group hereunder are expressly reserved by the Party granting the license. Licensee shall not use the Licensed Trademarks except as set forth in this Agreement. All goodwill generated by Licensee's and the SpinCo Group's use of the Licensed Marks inures solely to the benefit of Licensor.

Section 2.06. Group Members. Licensee shall cause the members of its Group to comply with all applicable provisions of this Agreement.

ARTICLE III RESTRICTIONS

Section 3.01. Restrictions on Use. Except as expressly permitted in this Agreement, Licensee shall not:

(a) use any of the Licensed Trademarks in a way that would reasonably be expected to (i) tarnish, degrade, disparage or reflect adversely on a Licensed Trademark or Licensor's or any member of the Nuance Group's business or reputation, (ii) dilute or otherwise harm the value, reputation or distinctiveness of or Licensor's goodwill used in connection with or symbolized by any Licensed Trademark or (iii) invalidate or cause the cancellation or abandonment of any Licensed Trademark; or

(b) adopt, use, register or file applications to register, acquire or otherwise obtain, in any jurisdiction, any Trademark or Domain Name that consists of, incorporates or is confusingly similar to or dilutive of, or is a variation, derivation or modification of, any Licensed Trademark.

ARTICLE IV OWNERSHIP

Section 4.01. Ownership. Licensee acknowledges that the Licensed Trademarks are the exclusive and sole property of Licensor, and Licensee agrees that it will not contest Licensor's ownership or validity of any of the Licensed Trademarks. Nothing in this Agreement shall confer in Licensee any right of ownership in any Licensed Trademarks, and Licensee shall not make any representation to that effect or use any Licensed Trademarks in a manner that suggests that such rights are conferred.

Section 4.02. No Obligation to Prosecute or Maintain Trademarks. Neither Licensor nor any member of the Nuance Group shall have any obligation to seek, perfect or maintain any protection for any of the Licensed Trademarks. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither Licensor nor any member of the Nuance Group shall have any obligation to file any Trademark application, to prosecute any Trademark or secure any Trademark rights or to maintain any Licensed Trademark in force.

ARTICLE V QUALITY CONTROL

Section 5.01. Licensee Covenants.

(a) Quality Control. Licensee shall produce and Commercialize the Licensed Products according to standards that are, and a level of quality that is either (i) substantially the same as the standards and quality of the SpinCo Business as of immediately prior to the Distribution, or (ii) approved in advance in writing by Licensor.

(b) Samples. Licensee agrees, upon Licensor's reasonable request, to furnish to Licensor representative samples of marketing materials Commercialized by Licensee that include or refer to the Licensed Trademarks.

Section 5.02. Conditions Applicable to the Appearance of the Licensed Trademarks.

(a) Licensee agrees to comply with the rules and brand guidelines applicable to the SpinCo Business as of immediately prior to the Distribution Date with respect to the appearance and manner of use of the Licensed Trademarks ("Trademark Guidelines"). Licensor agrees to notify Licensee in writing of any changes to the Trademark Guidelines. Licensee's and the SpinCo Group's obligation to comply with revised Trademark Guidelines shall be prospective from the date of notification of any such changes thereto, and Licensee shall not be required to modify any materials complying with the prior guidelines that were Commercialized prior to such notification. Any changes to any form of use of the Licensed Trademarks not specifically provided for pursuant to the Trademark Guidelines shall be adopted by Licensee only upon prior approval in writing by Licensor.

(b) Prior to any use of any Licensed Trademark that would be materially different from the uses made prior to the Distribution Date, Licensee shall submit samples of any such use of the Licensed Trademarks to Licensor for approval. Such samples

shall be sent to: (by email to: Wendy Cassity; wendy.cassity@nuance.com). Such approval by Licensor shall not be unreasonably withheld, conditioned or delayed.

Section 5.03. Protection of Licensed Trademarks.

(a) Licensee shall take reasonable steps to avoid endangering the validity of the Licensed Trademarks, including compliance with the applicable Laws in all countries where Licensed Products are Commercialized. Licensee shall execute registered user agreements and similar documents required by Licensor to protect or enhance Licensor's title and rights in the Licensed Trademarks. Except as otherwise provided in this Agreement, Licensee shall be responsible for all out-of-pocket costs and expenses incurred in connection with obtaining and maintaining trademark registrations where such registrations would not have been applied for or maintained in the absence of Licensee's activities under this Agreement, recording this Agreement and obtaining the entry of Licensee as a registered or authorized user of the Licensed Trademarks.

(b) In the event that Licensee learns of any infringement or threatened infringement of the Licensed Trademarks or any passing-off or that any third party alleges or claims to Licensee that the Licensed Trademarks are liable to cause deception or confusion to the public, or are liable to dilute or infringe any right, Licensee shall as promptly as reasonably practicable notify Licensor or its authorized representative giving particulars thereof. Licensor may elect to pursue such claims and any such proceedings shall be at the sole expense of Licensor and any recoveries shall be solely for the benefit of Licensor. Nothing herein, however, shall be deemed to require Licensor to enforce the Licensed Trademarks against others.

(c) In the performance of this Agreement, each Party shall comply with all applicable Laws regarding Intellectual Property Rights, and those Laws particularly pertaining to the proper use and designation of Trademarks. Should either Party be or become aware of any applicable Laws regarding Intellectual Property Rights that are inconsistent with the provisions of this Agreement, it shall as promptly as reasonably practicable notify the other Party of such inconsistency.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES**

Section 6.01. Mutual Representations and Warranties. Licensor represents on behalf of itself and each other member of the Nuance Group, and Licensee represents on behalf of itself and each other member of the SpinCo Group, as follows:

(a) it has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(b) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 6.02. Disclaimer of Other Representations and Warranties. Licensee (on behalf of itself and each other member of the SpinCo Group) understands and agrees that, except as expressly set forth in this Agreement, Licensors are not representing or warranting in any way, including any implied warranties of merchantability, fitness for a particular purpose, title, registerability, allowability, enforceability or non-infringement, as to any Licensed Trademarks licensed hereby, as to the sufficiency of the Licensed Trademarks licensed hereby for the conduct and operations of the SpinCo Business, as to the value or freedom from any Security Interests of, or any other matter concerning, any Licensed Trademarks, or as to the absence of any defenses or rights of setoff or freedom from counterclaim with respect to any claim or other Intellectual Property Right of Licensors. Except as may expressly be set forth herein, the Licensed Trademarks are being licensed on an "as is," "where is" basis and the respective transferees shall bear the economic and legal risks related to the use of the Licensed Trademarks in connection with the SpinCo Business.

ARTICLE VII INDEMNIFICATION

Section 7.01. Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless the Nuance Indemnitees from and against any and all Liabilities of the Nuance Indemnitees relating to, arising out of or resulting from (i) Licensee's breach of this Agreement or (ii) the SpinCo Group's use or exploitation of the Licensed Trademarks, except to the extent the claim relates to a matter for which Licensors are obligated to indemnify any Licensee Indemnitee under Section 7.02 of this Agreement.

Section 7.02. Indemnification by Licensors. Licensors shall indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Liabilities of the SpinCo Indemnitees to the extent that it is based upon (i) any third-party claim that Licensee's or the SpinCo Group's use of the Licensed Trademarks in accordance with this Agreement infringes or dilutes such third party's Trademarks, or (ii) Licensors' breach of this Agreement.

Section 7.03. Limitation on Liability. Except as may expressly be set forth in this Agreement, none of Licensors, Licensee or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other Nuance Indemnitee or SpinCo Indemnitee, as applicable, under this Agreement for any indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder and whether or not informed of the possibility of the existence of such damages; provided, however, that the provisions of this Section 7.03 shall not limit an Indemnifying Party's indemnification obligations hereunder with respect to any Liability any Indemnitee may have to any third party not affiliated with any member of the Nuance Group or the SpinCo Group for any indirect, special, punitive or consequential damages.

ARTICLE VIII TERM AND TERMINATION

Section 8.01. Term. The term of this Agreement shall begin as of the Distribution Date and shall expire on the expiration of last of the periods set forth above in Section 2.01 (the "Term").

Section 8.02. Effect of Expiration. Upon the expiration of this Agreement, Licensee shall immediately discontinue and cease all use of the Licensed Trademarks. After the expiration of the Term, Licensee and the SpinCo Group shall no longer have the right to use the Licensed Trademarks.

Section 8.03. Survival. Notwithstanding anything in this Agreement to the contrary, Article I, Article VII and Article IX shall survive the expiration or any termination of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01. No Assignment or Transfer Without Consent. Except as expressly set forth in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement, including the licenses granted pursuant to this Agreement, shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Notwithstanding the foregoing, if any Party to this Agreement (or any of its successors or permitted assigns) (a) shall enter into a consolidation or merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets, (b) shall transfer all or substantially all of such Party's assets to any Person or (c) shall assign this Agreement to such Party's Affiliates, then, in each such case, the assigning Party (or its successors or permitted assigns, as applicable) shall ensure that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party shall not be required to seek consent, but shall provide written notice and evidence of such assignment, assumption or succession to the non-assigning Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. No assignment permitted by this Section 9.01 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. For the avoidance of doubt, in no event will the licenses granted in this Agreement extend to products, product lines, services, apparatus, devices, systems, components, hardware, software, processes, solutions, any combination of the foregoing, or other offerings of the assignee existing on or before the date of the transaction described in clauses (a) or (b) of the third sentence, except to the extent that they were licensed under the terms of this Agreement prior to such transaction.

Section 9.02. Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement and the Schedules hereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all

previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement or the Separation Agreement, the provisions of this Agreement shall prevail.

(c) Nuance represents on behalf of itself and each other member of the Nuance Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 9.03. Dispute Resolution. In the event that either Party, acting reasonably, forms the view that another Party has caused a material breach of the terms of this Agreement, then the Party that forms such a view shall serve written notice of the alleged breach on the other Parties and the Parties shall work together in good faith to resolve any such alleged breach within thirty (30) days of such notice (a “Dispute”). If any such alleged breach is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve any such alleged breach within the following thirty (30) days of the referral of the matter to the senior executives. If no resolution is reached with respect to any such alleged breach in accordance with the procedures contained in this Section 9.03, then the Parties may seek to resolve such matter in accordance with Section 9.04, Section 9.05, Section 9.06 and Section 9.07

Section 9.04. Governing Law; Jurisdiction. Any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Affiliates, successors and assigns under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert and shall hereby waive any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 9.04, Section 9.05, Section 9.06 and Section 9.07 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 9.05. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY INCLUDING THEIR EXECUTION, PERFORMANCE OR ENFORCEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Section 9.06. Court-Ordered Interim Relief. In accordance with Section 9.04 and Section 9.05, at any time after giving notice of a Dispute, each Party shall be entitled to interim measures of protection duly granted by a court of competent jurisdiction: (1) to preserve the status quo pending resolution of the Dispute; (2) to prevent the destruction or loss of documents and other information or things relating to the Dispute; or (3) to prevent the transfer, disposition or hiding of assets. Any such interim measure (or a request therefor to a court of competent jurisdiction) shall not be deemed incompatible with the provisions of Section 9.03, Section 9.04 and Section 9.05. Until such Dispute is resolved in accordance with Section 9.03 or final judgment is rendered in accordance with Section 9.04 and Section 9.05, each Party agrees that such Party shall continue to perform its obligations under this Agreement and that such obligations shall not be subject to any defense or setoff, counterclaim, recoupment or termination.

Section 9.07. Specific Performance. Subject to Section 9.03 and Section 9.06, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond or similar security with such remedy are waived.

Section 9.08. Third-Party Beneficiaries. Except as otherwise expressly set forth herein or as otherwise may be provided in the Separation Agreement with respect to the rights of any Nuance Indemnatee or SpinCo Indemnatee, in his, her or its respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 9.09. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Licensor, to:

Nuance Communications, Inc.
1 Wayside Road, Burlington, MA 01803
Attn: Wendy Cassity, EVP and Chief Legal Officer
email: wendy.cassity@nuance.com
with a copy to: David Garfinkel, SVP Corporate Development
email: David.garfinkel@nuance.com

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams
Michael E. Vogel
email: sbarshay@paulweiss.com
swilliams@paulweiss.com
mvogel@paulweiss.com
Facsimile: 212-492-0040

If to Licensee, to:

Cerence Inc.
15 Wayside Road, Burlington, MA 01803
Attn: Leanne Fitzgerald, General Counsel
email: Leanne.Fitzgerald@cerence.com
with a copy to: Mark Gallenberger, Chief Financial Officer
email: Mark.Gallenberger@cerence.com

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

Section 9.10. Import and Export Control. Each Party agrees that it shall comply with all applicable national and international laws and regulations relating to import and/or export control in its country(ies), if any, involving any commodities, software, services or technology within the scope of this Agreement.

Section 9.11. Bankruptcy. The Parties acknowledge and agree that all rights and licenses granted by the other under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties agree that, notwithstanding anything else in this Agreement, Nuance and the members of the Nuance Group and SpinCo and the members of the SpinCo Group, as licensees of such intellectual property rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code (including Nuance's and the Nuance Group members' and SpinCo's and the SpinCo Group members' right to the continued enjoyment of the rights and licenses respectively granted by under this Agreement).

Section 9.12. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 9.13. Expenses. Except as set forth on Schedule XXIV to the Separation Agreement, as otherwise expressly provided in this Agreement or the Separation Agreement, (i) all third-party fees, costs and expenses incurred by either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off prior to or on the Distribution Date, whether payable prior to, on or following the Distribution Date (but excluding, for the avoidance of doubt, any financing fees or interest payable in respect of any indebtedness incurred by SpinCo in connection with the Spin-Off), will be borne and paid by Nuance and (ii) all third-party fees, costs and expenses incurred by either the Nuance Group or the SpinCo Group in connection with effecting the Spin-Off following the Distribution Date, whether payable prior to, on or following the Distribution Date, will be borne and paid by the Party incurring such fee, cost or expense. For the avoidance of doubt, this Section 9.13 shall not affect each Party's responsibility to indemnify Nuance Liabilities or SpinCo Liabilities, as applicable, arising from the transactions contemplated by the Distribution.

Section 9.14. Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.15. Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

Section 9.16. Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 9.17. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

Section 9.18. Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” “herewith” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 9.17 above). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “\$” or dollar amounts are to the lawful currency of the United States of America. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Transitional Trademark License Agreement to be executed by their duly authorized representatives.

NUANCE COMMUNICATIONS, INC.

By: /s/ Wendy Cassity
Name: Wendy Cassity
Title: Executive Vice President and Chief Legal Officer

CERENCE INC.

By: /s/ Leanne Fitzgerald
Name: Leanne Fitzgerald
Title: Vice President and Secretary

[Signature Page to Transitional Trademark License Agreement]



Nuance Announces Completion of Spin-Off of Cerence

BURLINGTON, Mass., Oct. 1, 2019 (GLOBE NEWSWIRE) — Nuance Communications, Inc. (NASDAQ: NUAN), a leading provider of conversational AI, announced that it has completed the spin-off of Cerence Inc. (NASDAQ: CRNC) as of 5:00 p.m. ET today. As a result, Nuance and Cerence are now separate publicly traded companies. Cerence's common stock will begin trading "regular way" on Wednesday, October 2, 2019, on the Nasdaq Global Select Market under "CRNC".

Goldman Sachs & Co. LLC and Evercore served as Nuance's financial advisors on the transaction, and Paul, Weiss, Rifkind, Wharton & Garrison LLP and Baker McKenzie served as Nuance's legal advisors.

In connection with the spin-off today, Nuance completed the previously announced redemption of all of the \$300.0 million aggregate principal amount of its outstanding 6.000% Senior Notes on October 1, 2019 (the "Redemption Date") at a redemption price equal to 104.500% of the principal amount of the 6.000% Senior Notes, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

In addition, as a result of the spin-off, an adjustment is required to be made to the conversion rates of Nuance's 1.00% Senior Convertible Debentures due 2035, 1.25% Senior Convertible Notes due 2025, 1.50% Senior Convertible Debentures due 2035, and 2.75% Senior Convertible Debentures due 2031. In calculating the adjustment to the conversion rates, Nuance intends to apply the formula set forth in Section 10.06(c) of the indentures for a Spin-Off (as such term is defined in the indentures) for the 1.00% Senior Convertible Debentures due 2035 and the 1.25% Senior Convertible Notes due 2025, and Section 10.06(d) of the indentures for a spin-off (as such term is defined in the indentures) for the 1.50% Senior Convertible Debentures due 2035 and 2.75% Senior Convertible Debentures due 2031. Nuance will announce the actual adjustments to the conversion rates promptly following the close of market on October 15, 2019, which is the 10th regular way trading day following the spin-off.

Safe Harbor and Forward-Looking Statements

Statements in this release regarding the spin-off and separation constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements that are not statements of historical fact (including statements containing the words "believes," "plans," "anticipates," "expects," "intends" or "estimates" or similar expressions) should also be considered to be forward-looking statements. There are a number of important factors that could cause actual results or events to differ materially from those indicated by such forward-looking statements, including but not limited to: our ability to successfully wind-down certain products or business lines; fluctuations in demand for our existing and future products; fluctuations in the mix of products and services sold in specific periods; further unanticipated costs resulting from the FY17 malware incident including potential costs associated with governmental investigations that may result from the incident; our ability to control and successfully manage our expenses and cash position; our ability to develop and execute in a timely manner our productivity and cost initiatives; the effects of competition, including pricing pressure, and changing business models in the markets and industries we serve; changes to

economic conditions in the United States and internationally; the imposition of tariffs or other trade measures particularly between the United States and China; potential future impairment charges related to our reorganized business reporting units; fluctuating currency rates; possible quality issues in our products and technologies; our ability to successfully integrate operations and employees of acquired businesses; the ability to realize anticipated synergies from acquired businesses and to cut stranded costs related to divested businesses; and the other factors described in our most recent Form 10-K, Form 10-Q and other filings with the Securities and Exchange Commission. We disclaim any obligation to update any forward-looking statements as a result of developments occurring after the date of this release.

About Nuance Communications, Inc.

Nuance Communications, Inc. (NASDAQ: NUAN) is the pioneer and leader in conversational AI innovations that bring intelligence to everyday work and life. The company delivers solutions that understand, analyze and respond to human language to increase productivity and amplify human intelligence. With decades of domain and artificial intelligence expertise, Nuance works with thousands of organizations – in global industries that include healthcare, telecommunications, automotive, financial services, and retail – to create stronger relationships and better experiences for their customers and workforce. For more information, please visit www.nuance.com.

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