



NVOQ END-USER MULTI-FACTOR AUTHENTICATION SERVICES ADDENDUM

THIS ADDENDUM GOVERNS YOUR USE OF THE MULTI-FACTOR AUTHENTICATION SERVICES (“MFA SERVICES”) OFFERED BY NVOQ INCORPORATED (“NVOQ”) IN CONNECTION WITH YOUR USE AND ACCESS TO NVOQ’S VOICE DICTATION PLATFORM (“PLATFORM”). UPON YOUR USAGE OF THE MFA SERVICES, YOU AGREE TO THE TERMS OF THIS ADDENDUM. IF YOU ARE ENTERING INTO THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS ADDENDUM AND MAY NOT USE THE MFA SERVICES. NVOQ IS WILLING TO LICENSE THE MFA SERVICES TO YOU AS AN INDIVIDUAL OR COMPANY (REFERENCED BELOW AS “YOU” OR “YOUR” OR “LICENSEE”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THE NVOQ LICENSE AGREEMENT (THE “AGREEMENT”) OR OTHER LEGALLY BINDING ALTERNATE AGREEMENT AND PURSUANT TO THE APPLICABLE TERMS DEFINED BELOW. NVOQ MAY UPDATE AND AMEND THIS ADDENDUM FROM TIME TO TIME, AND SUCH REVISIONS WILL BE BINDING UPON YOU UPON RECEIPT OF NOTIFICATION BY NVOQ. IF YOU ARE A RESELLER OR CUSTOMER OF NVOQ SERVICES, THESE ARE THIRD PARTY TERMS OR THIRD PARTY PRODUCTS (AS APPLICABLE) AS DEFINED IN YOUR AGREEMENT WITH NVOQ, AND YOU SHALL ENSURE THAT ALL END USERS AGREE TO THESE THIRD PARTY TERMS. IF YOU HAVE ENTERED INTO AN INDEPENDENT DIRECT AGREEMENT WITH DUO FOR THE USE OF THE MFA SERVICES, THAT AGREEMENT SHALL CONTROL TO THE EXTENT THERE IS ANY CONFLICT.

1. DEFINITIONS.

- 1.1 “Applicable Law” means any applicable laws, rules and regulations.
- 1.2 “You” or “Your” means the Customer and each User that has signed up to use the MFA Services.
- 1.3 “Your Data” means any information or data about you or any Users (and your staff or suppliers, as applicable), that is supplied to Duo or its designees by or on behalf of you or any User in connection with the MFA Services, or which Duo and/or its suppliers are required to access, generate, process, store or transmit pursuant to this Agreement, including (without limitation) information about your and any Users’ respective devices, computers and use of the MFA Services.
- 1.6 “Documentation” means guides, instructions, policies and reference materials provided to you by or on behalf of nVoq and/or Duo Security, LLC in connection with the MFA Services, which may be amended from time to time.
- 1.7 “Intellectual Property Rights” means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.
- 1.8 “MFA Addendum” means this Addendum and the terms and conditions contained herein applicable to your access to and use of the MFA Services.
- 1.10 “MFA Services” means Duo Security’s multi-factor authentication services that are ordered by you and made available online by nVoq, including associated offline components, as described in the Documentation.
- 1.11 “Term” means the subscription term indicated on the Order Form, and any subsequent renewal terms.

1.12 “User” means any user of the MFA Services whom you may authorize to enroll to use the MFA Services under the terms of this Agreement.

2. CUSTOMER.

2.1 You acknowledge and agree that (a) the MFA Services are supplied by Duo Security, LLC (“**Duo**”) and not nVoq, (b) nVoq may offer the MFA Services to its Customers, and (c) as end users of MFA Services, you are required to agree to and comply with the terms and conditions set forth in this addendum and the Duo Service Terms and Conditions at <https://duo.com/legal/pass-through-terms> (collectively, the “**End User Agreements**”). Any default by Duo pursuant to the End User Agreements shall not constitute a default by nVoq pursuant to any underlying Agreement.

2.2 You may not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such agreements shall be an event of default under your Agreement with nVoq. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and nVoq with respect to Duo is non-cancellable by you for the full term hereof.

3. CUSTOMER’S RESPONSIBILITIES AND USE RIGHTS.

3.1 The MFA Services are subject to modification from time to time at nVoq’s sole discretion. nVoq reserves the right to suspend your (or any User’s) access to the MFA Services immediately: (i) in the event that you breach Section 3 or Section 4 of this MFA Addendum or breach any other provision of this MFA Addendum and fail to correct that breach within the applicable cure period; or (ii) as it deems reasonably necessary to respond to any actual or potential security or availability concern that may affect you or any Users; or (iii) if nVoq is directed to by Duo.

2.2 You may only use the MFA Services in accordance with the Documentation and as explicitly set forth in this MFA Addendum. You will cooperate with nVoq in connection with the performance of this MFA Addendum as may be necessary, which may include making available such personnel and information as may be reasonably required to provide the MFA Services or support. You are solely responsible for determining whether the MFA Services are sufficient for its purposes, including but not limited to, whether the MFA Services satisfy your legal and/or regulatory requirements.

2.3 You shall not provide any infringing, offensive, fraudulent, or illegal content in connection with the MFA Services, and you represent and warrants that any content you provide will not violate any Intellectual Property Rights of any third party. nVoq reserves the right, in its sole discretion, to delete or disable any content submitted by you that may be infringing, offensive, fraudulent, or illegal.

2.5 Use of the MFA Services may require Users to install certain third-party software on their mobile devices. Your use of third-party products or MFA Services that are not licensed to you directly by nVoq (“Third-Party Software”) shall be governed solely by the terms and conditions applicable to such Third-Party Software, as agreed to between you and the third party. nVoq does not endorse or support, is not responsible for, and disclaims all liability with respect to Third-Party Software, including without limitation, the privacy practices, data security processes or other policies related to Third-Party Software. You agree to waive any claim against nVoq and Duo with respect to any Third-Party Software.

2.6 You acknowledge that the MFA Services may require Users to share with nVoq and Duo certain information which may include personal information regarding Users (such as usernames, passwords, email address and/or phone number) solely for the purposes of providing and improving the MFA Services. Prior to authorizing an individual to become a User, you are fully responsible for obtaining the consent of that individual, in accordance with Applicable Law, to the use of his/her information by nVoq and/or its suppliers. You represent and warrant that all such consents have been or will be obtained prior to authorizing any individual to become a User.

2.7 You will be fully responsible for your and all Users’ compliance with this MFA Addendum and any breach of this MFA Addendum by any User shall be deemed to be a breach by you. nVoq’s relationship under this MFA Addendum is with you and not individual Users or third parties using the MFA Services through you, and you will address all claims raised by Users, and third parties using the MFA Services through you, directly with nVoq, or if directed by nVoq, Duo. You must ensure that all third parties that utilize the MFA Services through you agree (a) to use the MFA Services in full compliance with this MFA Addendum, and (b) to the extent permitted by Applicable Law, to waive any and all claims directly against nVoq related to the MFA Services.

4. RESTRICTIONS

You will not, and will not permit any Users nor any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the MFA Services or any data related to the MFA Services (except to the extent such prohibition is contrary to Applicable Law that cannot be excluded by the agreement of the parties); modify, translate, or create derivative works based on the MFA Services; share, rent, lease, loan, resell, sublicense, distribute, use or otherwise transfer the MFA Services for timesharing or service bureau purposes or for any purpose other than its own use, except as expressly provided in an applicable Order Form; or use the MFA Services other than in accordance with this MFA Addendum and in compliance with Applicable Law.

5. INDEMNIFICATION

Customer will indemnify, defend, and hold nVoq and Duo from all damages, costs, settlements, attorneys' fees and expenses arising in connection with or related to: (i) Customer's or any Users' use of the MFA Services, (ii) Customer's or any Users' breach of the terms and restrictions set forth in this MFA Addendum or any of the End User Agreements.

6. TERM; TERMINATION

6.1 Subject to earlier termination by nVoq as expressly provided for herein, this MFA Addendum shall remain in place until the earlier of the expiration or termination of the underlying Agreement.

6.2 nVoq or Duo may, without penalty or liability, modify or discontinue its provision of MFA Services or terminate this MFA Addendum immediately without notice, at its sole discretion, with or without cause.

6.3 The Sections of this MFA Addendum and End User Agreements which by their nature should survive termination or expiration of this MFA Addendum will survive termination or expiration of this MFA Addendum.

7. DISCLAIMER OF WARRANTIES

7.1 THE MFA SERVICES ARE PROVIDED "AS-IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL NVOQ, DUO (OR ANY OF THEIR RESPECTIVE SUPPLIERS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE NVOQ PLATFORM OR THE MFA SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF THE NVOQ HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NVOQ'S TOTAL CUMULATIVE LIABILITY UNDER THIS MFA ADDENDUM IS \$300.

9. GOVERNMENT MATTERS

9.1 Export. Notwithstanding anything else in this MFA Addendum, You may not use, or provide to any person or export or re-export or allow the export or re-export of, the MFA Services or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represent that it is not named on any U.S. government denied-party list. You and Users shall not access or use the MFA Services in a U.S. embargoed country.

9.2 Anti-Corruption. You agree that you has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any nVoq employee or agent in connection with this MFA Addendum. If you learn of any violation of the above restriction, you will promptly notify nVoq.