CARNEGIE SPEECH COMPANY, INC.

SOFTWARE LICENSE AGREEMENT

BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND
RESTRICTIONS DESCRIBED IN THIS AGREEMENT BEFORE DOWNLOADING THE
SOFTWARE PRODUCT, OPENING THE SEALED SOFTWARE PRODUCT PACKAGE, OR
USING THE SOFTWARE PRODUCT. OPENING THE SEALED SOFTWARE PRODUCT,
CLICKING “I ACCEPT,” CLICKING THE NEW ACCOUNT CONFIRMATION LINK IN
YOUR REGISTRATION E-MAIL, OR USING THE SOFTWARE PRODUCT, AS THE CASE
MAY BE, INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT
AGREE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU SHOULD
PROMPTLY RETURN THE SOFTWARE PRODUCT PACKAGE UNOPENED TO THE PLACE
WHERE YOU OBTAINED IT FOR A PROPER CREDIT, OR, IF YOU DOWNLOADED THE
SOFTWARE, DELETE IF FROM YOUR COMPUTER SYSTEM, OR DO NOT CLICK THE
NEW ACCOUNT CONFIRMATION LINK IN YOUR REGISTRATION E-MAIL. THE
SOFTWARE PRODUCT WILL NOT SET UP ON YOUR COMPUTER OR OTHERWISE BE
USABLE UNLESS OR UNTIL YOU ACCEPT THIS AGREEMENT BY CLICKING ON THE
NEW ACCOUNT CONFIRMATION LINK OR “I ACCEPT.” IF YOU SIGN A SEPARATE
AGREEMENT WITH CARNEGIE SPEECH, THEN SUCH SIGNED SEPARATE AGREEMENT
HEREBY SUPERSEDES THE TERMS OF THIS AGREEMENT.

If you are first seeing this AGREEMENT as a part of the installation/download process, for your
future reference, you may print the text of this AGREEMENT, or refer to a copy of this AGREEMENT
that can be found in the EULA.txt file of the SOFTWARE PRODUCT. If you would like to print this
AGREEMENT before proceeding, please exit set-up by pressing the “I Disagree” button and then print
this AGREEMENT from the EULA.txt file. You may resume installation/download and set-up at any
time.

You may license the SOFTWARE PRODUCT on an evaluation basis for a temporary period
pursuant to the terms and conditions of this AGREEMENT.

Your clicking of the “I Accept” button or your clicking on the new account confirmation link in
your registration e-mail is a symbol of your signature that you accept the terms of this AGREEMENT.

IMPORTANT—READ CAREFULLY: This Software License Agreement (this
“AGREEMENT”) is a legal agreement between you (either an individual or a single entity) and Carnegie
Speech Company, Inc. (“Carnegie Speech”) for the Carnegie Speech software product that accompanies
this AGREEMENT, including computer software and any associated media, printed materials, and
“online” or electronic documentation (collectively, the “SOFTWARE PRODUCT”). The SOFTWARE
PRODUCT also includes any software updates, add-on components, Web services and/or supplements to
the original SOFTWARE PRODUCT that Carnegie Speech may provide to you or make available to you
after the date that you obtain your initial copy of the original SOFTWARE PRODUCT (only to the extent
that such items are not accompanied by a separate license agreement or terms of use). Any such items
provided with the SOFTWARE PRODUCT may be governed by additional terms and conditions that will
be provided with such items, and are licensed to you only under such additional terms and conditions.
The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE.** Carnegie Speech grants you a limited, nonexclusive, nontransferable license to use the SOFTWARE PRODUCT as follows:

   - **Applications Software.** You may install, use, access, display, run, or otherwise interact with ("RUN") one (1) copy of the SOFTWARE PRODUCT on a single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic or analog device ("COMPUTER"). If you purchased a license to use the SOFTWARE PRODUCT through the Internet, you may access and use the SOFTWARE PRODUCT through the Internet using any COMPUTER with secure access to the Internet.

   - **Storage/Network Use.** You may also store or install one (1) copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to RUN the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE PRODUCT is RUN from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.

   - **Reservation of Rights.** All rights not expressly granted are reserved by Carnegie Speech.

   - **Evaluation Purposes License.** If you are licensing the SOFTWARE PRODUCT for evaluation purposes, you may use such SOFTWARE PRODUCT solely for the purpose of internally evaluating the functionality and performance of the SOFTWARE PRODUCT, and for no other purpose. You may not use the SOFTWARE PRODUCT for any other purpose, including, without limitation, for any commercial or business purpose. The product authorization code provided by Carnegie Speech with the copy of the SOFTWARE PRODUCT you will license for evaluation purposes will enable the SOFTWARE PRODUCT to operate for the applicable evaluation period, at which point the SOFTWARE PRODUCT will cease to operate and you shall cease from continuing to use such SOFTWARE PRODUCT and delete the SOFTWARE PRODUCT from any hardware on which it is installed. You expressly acknowledge and agree that Sections 3, 6, 9 and 10 herein do not apply to SOFTWARE PRODUCT evaluation licenses and are null and void. FOR EVALUATION LICENSES, CARNEGIE SPEECH PROVIDES THE SOFTWARE "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

   - **Additional Terms.** More specific rights and restrictions with respect to each SOFTWARE PRODUCT license may be set forth in a PROGRAM USE CERTIFICATE (as defined below) provided to you. Each PROGRAM USE CERTIFICATE is incorporated into this AGREEMENT by this reference.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

   - **Product Authorization Code.** If you have licensed a copy of the SOFTWARE PRODUCT, you will receive a product authorization code from Carnegie Speech that enables the operation of the SOFTWARE PRODUCT and controls the period during which you are licensed to use such SOFTWARE PRODUCT, as described hereunder. The product authorization code will be provided to you by Carnegie Speech pursuant to a program use certificate ("PROGRAM USE
CERTIFICATE”), via e-mail, or in some other manner. Upon expiration of your license to use the SOFTWARE PRODUCT, the product authorization code will no longer enable use of the SOFTWARE PRODUCT at issue. For an Internet-based license, upon Carnegie Speech’s receipt of the applicable license fees, Carnegie Speech will provide you with all necessary log in information to enable you to access and use the SOFTWARE PRODUCT.

• **Copy Protection.** The SOFTWARE PRODUCT may include copy protection technology to prevent the unauthorized copying of the SOFTWARE PRODUCT or may require original media for use of the SOFTWARE PRODUCT on the COMPUTER. It is illegal to make unauthorized copies of the SOFTWARE PRODUCT or to circumvent any copy protection technology included in the SOFTWARE PRODUCT.

• **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

• **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.

• **Trademarks.** This AGREEMENT does not grant you any rights in connection with any trademarks or service marks of Carnegie Speech.

• **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.

• **Termination.** Without prejudice to any other rights, Carnegie Speech may terminate this AGREEMENT if you fail to comply with the terms and conditions of this AGREEMENT. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. **UPGRADES.** If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Carnegie Speech as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this AGREEMENT. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one COMPUTER.

4. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Carnegie Speech or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This AGREEMENT grants you no rights to use such content. If the SOFTWARE PRODUCT contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

5. **DUAL-MEDIA SOFTWARE.** If applicable, you may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium
that is appropriate for your single COMPUTER. You may not RUN the other medium on another COMPUTER. You may not loan, rent, lease, or otherwise transfer the other medium to others.

6. BACKUP COPY. Unless you purchased a license to use the SOFTWARE PRODUCT through the Internet, after installation of one (1) copy of the SOFTWARE PRODUCT pursuant to this AGREEMENT, you may keep the original media on which the SOFTWARE PRODUCT was provided by Carnegie Speech solely for backup or archival purposes.

7. YOUR DATA; INTERNET-BASED LICENSES. If you have purchased a license to use the SOFTWARE PRODUCT through the Internet:

You hereby grant to Carnegie Speech a perpetual, non-exclusive, non-transferable license to use, upload, display, copy and store your Data for the purpose of providing use of the SOFTWARE PRODUCT to you pursuant to this Agreement, and to use your Data, in an anonymized and aggregated form only, for making further improvements and other developments to the SOFTWARE PRODUCT and other Carnegie Speech software. Subject to the foregoing license, you retain ownership of your Data. For the purposes of this Agreement, “Data” means all data or other information you provide to Carnegie Speech hereunder through the Internet for storage and access through the Carnegie Speech’s computers, if any, including, without limitation, voice recordings that you create for use with the SOFTWARE PRODUCT, and your name, gender, student identification number and/or other similar information. You are solely responsible for acquiring any and all authorization(s) necessary for the use of your Data as contemplated by this Agreement and for the completeness and accuracy of all your Data.

In addition to your other obligations specified in this Agreement, you shall be solely responsible for the following: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other products and services which may be required to use the SOFTWARE PRODUCT; (b) the compatibility of the computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the SOFTWARE PRODUCT; (c) the maintenance and support of your hardware, peripherals, third party operating systems, third party software and Internet service; (d) the results obtained from use and operation of the SOFTWARE PRODUCT; (e) providing cabling and all cabling services in preparation for your use of the SOFTWARE PRODUCT; (f) providing and maintaining the appropriate operating environment for your hardware and peripherals; and (g) all data entry and loading, including, without limitation, uploading of your Data for use with the SOFTWARE PRODUCT.

You warrant that none of your Data will (a) infringe any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secrets, of any third party; (b) violate any rights of publicity or privacy of any third party, (c) violate any law, statute, ordinance or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination and false advertising), (d) be defamatory, trade libelous, threatening, harassing or illegal, (e) be obscene, child pornographic or indecent, (f) at the time of delivery to Carnegie Speech, contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the SOFTWARE PRODUCT or any system, data or personal information; or (g) contain any instructions relating to terrorist or other unlawful attacks on people or property.

You shall indemnify, defend and hold harmless Carnegie Speech, its employees, officers, directors, representatives, and agents, from and against any loss, expense or liability (including reasonable attorneys’ fees) incurred by Carnegie Speech, its affiliates or their respective employees, officers, directors, representatives, and agents, based on, in whole or in part: (a) your gross negligence or willful misconduct; (b) any action (or portion thereof) brought against Carnegie Speech based on a claim that
your Data infringes a patent or copyright or misappropriates the proprietary trade secret of any third party, or violates the privacy or publicity rights of any third party; or (c) your infringement of Carnegie Speech’s intellectual property rights under this Agreement.

8. EXPORT RESTRICTIONS. You acknowledge that the SOFTWARE PRODUCT is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCT, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments.

9. LIMITED WARRANTY AND REMEDIES. Carnegie Speech warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of installation, provided you operate the SOFTWARE PRODUCT in accordance with such written materials. Carnegie Speech’s and its suppliers’ entire liability and your exclusive remedy shall be, at Carnegie Speech’s option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Carnegie Speech’s limited warranty set forth above and which is returned to Carnegie Speech along with proof of purchase. The above limited warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Outside the United States, neither these remedies nor any product support services offered by Carnegie Speech are available without proof of purchase from an authorized international source.

10. NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARNEGIE SPEECH AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE LIMITED WARRANTY ABOVE GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARNEGIE SPEECH OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF CARNEGIE SPEECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, CARNEGIE SPEECH’S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S. $5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A CARNEGIE SPEECH SUPPORT SERVICES AGREEMENT, CARNEGIE SPEECH’S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. MISCELLANEOUS. Jurisdiction, Choice of Law. This AGREEMENT is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, excluding choice of law principles, and all actions with regard to any SOFTWARE PRODUCT licensed under this AGREEMENT shall have proper jurisdiction and venue in the state or federal courts of Pennsylvania. If the SOFTWARE
PRODUCT was acquired outside the United States, then local law may apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this AGREEMENT. **Subcontractors.** You expressly acknowledge and agree that Carnegie Speech may use distributors and/or subcontractors to perform certain of Carnegie Speech’s obligations hereunder. **Assignment.** You shall not assign this AGREEMENT, in whole or in part, without the prior written consent of Carnegie Speech. This AGREEMENT shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. **Survival.** Any section of this AGREEMENT whose terms, conditions or obligations have not been or cannot be fully performed prior to the termination or expiration of this AGREEMENT for any reason shall survive such termination or expiration of this AGREEMENT. **Severability.** This AGREEMENT shall be deemed severable. If any part of this AGREEMENT is found invalid or unenforceable under current or future laws, the invalid or unenforceable provision shall be severed and of no force or effect, and the remaining provisions shall remain in full force and effect and shall not be affected by the invalid or unenforceable provisions or by their severance herefrom. **Confidentiality of Terms.** The parties expressly agree that all fees in connection with this AGREEMENT are confidential, and neither party will disclose such fees to any third party without the other party’s prior written consent. **Entire Agreement.** This AGREEMENT and any invoices arising under it contain the entire agreement and understanding between the parties and supersede all prior or contemporaneous negotiations, proposals, discussions, correspondence, agreements and understandings relating to the subject matter of this AGREEMENT. Additional or different terms on your or third party purchasing documents are expressly objected to and rejected. The terms and conditions of this AGREEMENT may not be modified or amended except in a written document signed by each party. No waiver will be implied from conduct or failure to enforce rights on one or more occasions.