

Terms for use of Nexidia Technology

The Software contains technology licensed from Nexidia. Customer's use of the technology licensed by Nexidia is subject to the following additional terms.

1. Authorized Uses. Customer acknowledges and agree that the Nexidia technology may only be used (i) with the Software and (ii) solely to perform the following:
 - a. Search audio content stored within the Software
 - b. Allow phonetic search results to be displayed separately or combined with other search results driven by metadata;
 - c. Allow Boolean and temporal operators for phonetic search;
 - d. Enable variable thresholds to allow the end user to determine the correct balance of precision and recall.
2. Unauthorized Uses. Customer shall not, and shall not permit any other party (including, without limitation, end users) to perform the following:
 - a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Nexidia technology;
 - b. Alter, modify, or prepare derivative works of the Nexidia technology;
 - c. Use the Nexidia technology in a timesharing, outsourcing, SaaS or service bureau arrangement;
 - d. Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on the Nexidia technology;
 - e. Except as specifically set forth in this Agreement, sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform any Nexidia technology and/or documentation.
 - f. Index and search media not readable by the Nexidia technology;
 - g. Time align a transcript (complete or partial) with the audio file.
 - h. Use the Nexidia technology outside of the eDiscovery and investigations Market. The Investigations and eDiscovery Market shall mean use of the Nexidia technology for search, review and extraction of audio content to support internal and legal investigations in either civil, criminal or regulatory matters.

- i. Expose any functionality of the Nexidia technology (language ID, monitoring, scanning, etc.), including features not yet available; and use the metadata to act as a standalone (or with non-Veritas Program(s)) service bureau for media tagging or processing.
- j. Install multiple instances of the Nexidia technology for a single Nexidia license.