
INTELLECTUAL PROPERTY AGREEMENT, dated as of September 30, 2019 (this "Agreement"), by and between NUANCE COMMUNICATIONS, INC., a Delaware corporation ("Nuance"), and CERENCE INC., a Delaware corporation ("SpinCo").

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,