

Expected compatibility, usability, warranty conditions, licence and terms of the ABSONIC PC-based voice recording and management system

1. By placing an order, the User expressly and irrevocably declares that he/she has read, understood, expressly accepts and agrees to be bound by this contract.
2. You may not reproduce, disable the protection of the Software (e.g., disable the hardware key), decrypt the Software; make the Software publicly available; rent or lease the Software; transfer the use of the Service to another party; or transfer the Service, Software or this Agreement to another party.
3. The philosophy behind the development of ABSONIC is that it should run on as many computers as possible at a relatively low cost, without requiring specific software and/or hardware specialities, which, due to the lack of complex computing and telecommunications "world standards", could only be achieved with the following limitations.
4. The degree of software and hardware compatibility cannot be precisely determined in advance, but is likely (especially given the different telecommunications and IT environments, such as sound cards and telephone, TWR transceiver interface adapters).
5. Compatibility is complexly related to the hardware and software characteristics that define a computer or computer network, which are to some extent uniform, similar, quasi-standard, but also to some extent different. The extent of these differences cannot be precisely determined, even with the very large number of hardware and software manufacturers and products. As there are no 'world standards' in the complex computing area, it is not possible to take them into account in a uniform and universal way.
6. In ABSONIC, we can also interpret software and hardware compatibility, to the limited extent described above:
 - 6.1. Software compatibility considerations
 - 6.1.1. Software compatibility is related to the similarity and dissimilarity of multimedia features.
 - 6.1.2. In general, but not guaranteed, it is expected that computers running the current version of WINDOWS (WIN7 and above) will be able to use the corresponding version of ABSONIC.
 - 6.1.3. The configuration and settings of other software running on your computer are also a condition of compatibility, especially the operating system.
 - 6.1.4. The quality, status and legality of other software running on the computers can significantly affect compatibility.
 - 6.1.5. Other unforeseen software incompatibilities are possible
 - 6.2. Hardware compatibility considerations (especially with regard to telephone and TWR transceiver interface adapters)
 - 6.2.1. Hardware compatibility is also related to similarities and differences in multimedia characteristics
 - 6.2.2. The configuration and settings of the computer hardware are also a condition for compatibility.
 - 6.2.3. The quality and condition of hardware components can significantly affect compatibility.
 - 6.2.4. The telephone connection and transmission standards and characteristics of each telecommunications service area and of other countries may be similar to some extent, but may also differ to some extent. The types and specifications of terminal equipment at a given access point are not precisely transparent in advance, as there is no single "world standard" in this area, although they may be considered similar. Our telephone and TWR transceiver adaptors are in the vast majority of cases capable of operating correctly in most cases, but the extent and nature of their usability is entirely a matter for trial and error. We request and recommend that you consult us beforehand on the appropriate telephone connection solution, we will provide you with expert advice which will make the choice of the right adapter clearer. We also undertake to meet individual requirements.
 - 6.2.5. Other unforeseen hardware incompatibilities are possible

7. Limited liability

- 7.1. Due to the foregoing, we shall not be liable for any malfunctions or damages of any kind arising out of the purchase, introduction, use, incompatibility, etc. of ABSONIC. As the software is fundamentally complex and cannot be completely error-free, it is the responsibility of the Buyer (User) to check its work and make back-up copies. In no event shall the manufacturer (Distributor) be liable for any indirect, special, incidental, consequential, punitive, criminal, economic, exemplary, or punitive damages arising out of the use or inability to use ABSONIC products, without limitation, including any damages or expenses resulting from loss of business profits, business, customers, data or computer programs, even if Manufacturer (Distributor) may be aware of the possibility of any small or unforeseeable element of uncertainty. Ultimately, the Manufacturer's (Distributor's) liability for financial loss shall in no circumstances exceed the amount paid by the Customer (User) for the software.
- 7.2. Before buying, consider the extent and nature of any incompatibilities, and consult a computer and telecoms expert. The risks of the above should be considered before purchasing a voice recording system or its components, and a computer and telecommunications expert should be consulted if the user does not have the appropriate level of expertise in this area. We are, of course, available for pre-purchase consultations.
- 7.3. The Customer or the User shall be responsible for the proper, correct, faultless, professional and quasi-standard settings and operation of the infocommunication (telecommunication and computer) environment in all respects and in all aspects. In other cases, the resulting additional Supplier's or Contractor's charges and expenses (personnel, material and other costs: labour, parts, travel and transport costs, etc.), i.e. unforeseeable costs, shall be borne solely by the Customer or the User.
- 7.4. If the quotation is made without on-site inspection and measurements, it is based solely on data, so the technical solution and its financial implications may vary due to the telecommunication and other circumstances depending on the location!
- 7.5. The system should only be installed by a suitably qualified IT and telecommunications specialist, as this is the fastest way to ensure proper operation.
- 7.6. The installation and use of the system is recommended and advisable only after an adequate study of the current user manual in order to prevent possible problems.
- 7.7. When installing, repairing or inspecting the system under warranty or beyond warranty, the Contractor or the Supplier requires the presence and active participation of the Customer's telecommunications and IT operator or maintenance staff in all cases, as it does not wish to interfere with the Customer's equipment, network, etc., or to carry out any unlawful work (dismantling, installation, modification, etc.), with respect to the Customer's telecommunications, IT and other rights. Naturally, the Contractor shall, in close professional cooperation, direct the work of the Customer's technician in such a way that the condition of the Customer's host system is not adversely affected in any respect, but the Customer's technician shall be responsible for preventing this.
- 7.8. The user (recorder) shall be liable for any legal consequences and liability arising from the purpose, fact, quality, use, handling, etc. of the voice recording made by the system, and we exclude our liability in this respect, as in the case of the ownership and use of other dictaphones. In relation to sound recordings, there are also chapters in the PTA and the GTC.
- 7.9. The software can only be used in the number of copies corresponding to the number of licences purchased. The ABSONIC program is also protected by software and/or hardware (key) protection. The Customer or the User is solely and exclusively responsible for the observance and enforcement of copyright and software rights. In the event of any infringement of these rights, whether intentional or negligent, all consequences shall be borne by the Customer or the User.

8. Limited guarantee

- 8.1. The units delivered as part of the ABSONIC system (software, CD, manual, brochures, hardware accessories) are covered by the statutory warranty, this contract does not affect the statutory rights of the Customer.
 - 8.2. In the event of a disagreement(s) on warranty or maintenance or operation, a formal record(s) of the parties' position(s) shall be made.
 - 8.3. Except as set forth above, we make no warranties, representations, promises or guarantees of any kind, express or implied, whether express or implied, including warranties of quality, performance, merchantability or fitness for a particular purpose, with respect to the Software, user documentation, hardware components, accessories or related technical support. The warranties and practices set forth herein are exclusive and in lieu of all others, whether oral or written, express or implied.
9. We can also undertake to investigate and solve specific, site-specific problems before and after the event, by special agreement. If the purchase is concluded, the purchaser hereby acknowledges and accepts the above, with the above forming part of the quasi-contract of sale. Until full and complete payment of the consideration, the Contractor or the Supplier shall be the sole and absolute owner of the system.
 10. Before and after your purchase, we will of course be at your disposal for any problems you may have, with advice and, if possible, suggestions for solutions.
 11. After the purchase and warranty period, we undertake maintenance and inspection of the system under a separate maintenance contract or on a case-by-case basis.
 12. The Buyer (User) shall bear all liability arising from any failure to comply with the above to any extent and in any manner whatsoever.
 13. The above is based on hundreds of sales and experience.

Order of Google Cloud services

1. Gallmed Kft (hereinafter referred to as the Contractor or the Service Provider) undertakes to provide the ABSONIC software for the use of its services on Google Cloud on foreign servers:
 - 1.1. Google online speech recognition (described at <https://cloud.google.com/speech-to-text/docs>) in over 100 languages (a list of languages is available at <https://cloud.google.com/speech-to-text/docs/languages>), with newer languages provided by Google for speech recognition being selected from the software after continuous updates of the ABSONIC software, which will be made available via the Internet at unspecified times.
 - 1.2. Google's online speech recognition accuracy varies from language to language, averaging around 90%, which may require manual corrections. Accuracy depends on factors such as: the language of speech, the speakers' speaking ability, ambient noise, the quality of microphones, the quality of speech regeneration, the quality of the info-communication lines/channels, etc. The quality of Google speech recognition can be tested on Android smartphones using the Google Translate app, or can be tested online at <https://translate.google.com> from a Chrome browser, but most computers have limited microphones for speech recognition.
 - 1.3. Google online translation (description available at <https://cloud.google.com/translate/docs>) in over 100 languages (list of languages available at <https://cloud.google.com/translate/docs/languages>), with newer languages provided by Google for speech recognition being selected from the software after continuous updates of the ABSONIC software, which will be made available via the Internet at unspecified times.

The accuracy of Google translations online can only be judged subjectively. You can test the quality of Google speech recognition on Android smartphones from the Google Translate app and at <https://translate.google.com>.
 - 1.4. Google online speaker identification (diarisation): in English and some other languages, the system can mark in the speech recognition results which texts were spoken by the same person out of a maximum of six (the service is not yet available in Hungarian). The system indicates the recognised speech segments by numbers (e.g. 1st person's speech, 2nd person's speech, etc.). For more information on the service, see: <https://cloud.google.com/speech-to-text/docs/multiple-voices>
Google online speaker identification accuracy is around 90%.
 - 1.5. Google online language recognition: you can preset (up to three languages) which language the system will automatically select for speech recognition (not yet available in Hungarian). For more information about the service: <https://cloud.google.com/speech-to-text/docs/multiple-languages>
Google's online language identification accuracy is around 90%.
2. The Parties agree that the Customer shall order one of the services from the table below in point 3, the monthly fee and any overrun fee of which shall be paid monthly by bank transfer or Paypal on the basis of the invoice received from the Service Provider (GALLMED Kft.). When you use the above services, when the speech recognition or translation is completed, the ABSONIC software will indicate the number of units consumed per month. The first month's monthly fee is charged at the time of purchase of the service, any further fees will be charged afterwards.
3. The Customer may also connect to Google Cloud and purchase the above services directly from Google. After registration, the generated Google Cloud API key must be copied and pasted in the ABSONIC speech recognition settings interface. All information about Google Cloud services can be found at <https://cloud.google.com/products>
4. The Service Provider shall not be liable for any outage, error, inaccuracy, etc. in the Google Cloud Service and any resulting harm to the User. Any malfunction of Google's system or the Customer's internet connection or computer system will be treated as a force majeure event.

5. This Agreement is concluded between the parties for an indefinite period of time towards Google Cloud Services. A month shall be understood as a calendar month regardless of the number of days in the month.
6. You may cancel Google Cloud services from the end of the current month at the earliest, by submitting a written notice in a support ticket at <https://absonic-ict.eu/support-page/> at least 5 working days before the last working day of the month.
7. The Service Provider is entitled to suspend the provision of the Google Cloud service if the User has an overdue account for at least 10 days.
8. The actual monthly speech recognition minutes consumption can be read in the ABSONIC interface after each speech recognition/translation, but this is only an approximate value.
9. To use Google Cloud services with sufficient quality, you need an internet connection with an upload speed of at least 5Mbit/sec.
10. Prices given are subject to change each month based on the US dollar exchange rate.
11. Price list of Google Cloud services related to the purchase of ABSONIC software:

Google Cloud price list					
Packages	Gross monthly price	Usage fee (HUF/min)	Usage fee (HUF/hour)	Per-minute fee for exceeding the time limit	Manual typing time saved (hours)
100 minutes	5 000 HUF	50 HUF	3 000 HUF	50 HUF	about 11 hours
200 minutes	8 000 HUF	40 HUF	2 400 HUF	40 HUF	about 22 hours
500 minutes	15 000 HUF	30 HUF	1 800 HUF	30 HUF	about 56 hours
1000 minutes	22 000 HUF	22 HUF	1 320 HUF	22 HUF	approx 111 hours

By default, you can use twice the amount of the purchased packages per month, at which point the Google Cloud services will stop, this limit can be changed at any time at the customer's request.

1 Google unit means:

- 1 minute not logged* Google speech recognition or
- 1 minute of speech translation (in over 100 languages) or
- 1 minute of speech speaker identification (for English) or
- 1 minute speech language identification (pre-set automatically from up to six languages)

What is 100 Google units per month enough for? (on an A4 page, using 12 font size)

Narrate about 27 pages of text or dictate about 12-15 pages or translate about 27 pages

The expiry date of the units included in the subscription is the 1st of the following month. Unused remaining monthly units cannot be accumulated and will be lost.

*Non-logged speech recognition: Google does not log the audio and the text or translation made from it, and does not use it to improve the system. This is more expensive but the only acceptable solution from a privacy point of view.

Order of Microsoft Azure Basic services (without own language model)

1. Gallmed Kft. (hereinafter referred to as the Contractor or the Service Provider) undertakes to provide the ABSONIC software for the use of its services on Microsoft Azure on servers located in the European Union:
 - 1.1. Microsoft Azure online speech recognition (described at <https://azure.microsoft.com/en-us/services/cognitive-services/speech-to-text/#overview> in more than 100 languages (the list of languages is also available at the previous link), the newer languages provided by Microsoft for speech recognition will be selected from the software after continuous updates of the ABSONIC software, these updates will be made available via the Internet at unspecified dates.
 - 1.2. Microsoft online speech recognition accuracy varies from language to language, typically above 90%, which may require manual corrections. Accuracy depends on, among other things: the language of speech, the speakers' speaking ability, ambient noise, microphone quality, speech regeneration quality, quality of info-communication lines/channels, etc. The quality of Microsoft speech recognition can be tested at the link above, but most computers' microphones have limited speech recognition capabilities.
 - 1.3. Microsoft online translation (description available at: <https://azure.microsoft.com/en-us/services/cognitive-services/translator/#overview> in over 100 languages (list of languages available at: <https://docs.microsoft.com/en-us/azure/cognitive-services/translator/language-support>, newer languages provided by Microsoft for speech recognition will be selected from the software after continuous updates of the ABSONIC software, these updates will be made available via the Internet at unspecified dates. You can test the accuracy of Microsoft online translation at <https://azure.microsoft.com/hu-hu/services/cognitive-services/speech-translation/#features>
2. The Parties agree that the Customer will order one of the services from the table in section 4, the monthly fee and any overrun fee will be paid monthly by bank transfer or Paypal based on the invoice received from the Service Provider (GALLMED Kft.). The monthly fee for the first month is paid when the service is purchased, and any additional fees are paid afterwards.
3. The Customer may connect to Microsoft Azure on its own and purchase the above services directly from Microsoft. After registration, the created Microsoft Azure access details must be inserted in the speech recognition settings interface of the ABSONIC software. All information about Microsoft Azure services can be found at: <https://azure.microsoft.com/>
4. The Service Provider shall not be liable for any outage, error, inaccuracy, etc. in the Microsoft Azure service and any resulting user harm. Any malfunction of Microsoft's system or the Customer's Internet connection or computer system will be treated as a force majeure event.
5. The present Agreement is concluded between the parties for an indefinite period of time towards Microsoft Azure services. A month shall be understood as a calendar month, regardless of the number of days in the month.
6. Microsoft Azure services can be cancelled from the end of the current month at the earliest, with at least 5 working days' notice in writing in a support ticket submitted online at <https://absonic-ict.eu/support-page/> before the last working day of the month.
7. The Service Provider is entitled to suspend the provision of the Microsoft Azure service if the User has an overdue account debt of at least 10 days.
8. The actual monthly speech recognition minutes consumption can be read in the ABSONIC interface after each speech recognition/translation, but this is only an approximate value.
9. To use the Microsoft Azure services with sufficient quality, you need an internet connection with an upload speed of at least 5Mbit/sec.
10. Prices given are subject to change each month based on the US dollar exchange rate.
11. Price list of Microsoft Azure services related to the purchase of ABSONIC software:

Microsoft Azure Basic price list					
Packages	Gross monthly price	Usage fee (HUF/min)	Usage fee (HUF/hour)	Per-minute fee for exceeding the time limit	Manual typing time saved (hours)
100 minutes	4 000 HUF	40 HUF	2 400 HUF	40 HUF	about 11 hours
200 minutes	7 000 HUF	35 HUF	2 100 HUF	35 HUF	about 22 hours
500 minutes	13 000 HUF	26 HUF	1 560 HUF	26 HUF	about 56 hours
1000 minutes	20 000 HUF	20 HUF	1 200 HUF	20 HUF	about 111 hours

By default, you can use twice the number of purchased packages per month, at which point Microsoft Azure services will stop, this limit can be changed at any time at the customer's request.

1 minute means: 1 minute not logged* Microsoft Azure speech recognition or 1 minute speech translation

What is 100 units per month enough for? (on an A4 page, using 12 font size)

About 27 pages of text or

Dictate about 12-15 pages or

Translation of around 27 pages

The expiry date of the units included in the subscription is the 1st of the following month. Unused remaining monthly units cannot be accumulated and will be lost.

*Non-logged speech recognition: Microsoft Azure does not use the audio material and the text or translation made from it to improve the system.

Order Microsoft Azure Custom services (with your own language model)

1. Gallmed Kft. (hereinafter referred to as the Contractor or the Service Provider) undertakes to provide the ABSONIC software for the use of its services on Microsoft Azure on servers located in the European Union:
 - 1.1. Microsoft Azure online speech recognition (described at <https://azure.microsoft.com/en-us/services/cognitive-services/speech-to-text/#overview> in more than 100 languages (the list of languages is also available at the previous link), the newer languages provided by Microsoft for speech recognition will be selected from the software after continuous updates of the ABSONIC software, these updates will be made available via the Internet at unspecified dates.
 - 1.2. Microsoft online speech recognition accuracy varies from language to language, typically above 90%, which may require manual corrections. Accuracy depends on, among other things: the language of speech, the speakers' speaking ability, ambient noise, microphone quality, speech regeneration quality, quality of info-communication lines/channels, etc. The quality of Microsoft speech recognition can be tested at the link above, but most computers' microphones have limited speech recognition capabilities.
 - 1.3. Microsoft online translation (description available at: <https://azure.microsoft.com/en-us/services/cognitive-services/translator/#overview> in over 100 languages (list of languages available at: <https://docs.microsoft.com/en-us/azure/cognitive-services/translator/language-support>, newer languages provided by Microsoft for speech recognition will be selected from the software after continuous updates of the ABSONIC software, these updates will be made available via the Internet at unspecified dates. You can test the accuracy of Microsoft online translation at <https://azure.microsoft.com/hu-hu/services/cognitive-services/speech-translation/#features>
2. The Parties agree that the Customer will order one of the services from the table in section 4, the monthly fee and any overrun fee will be paid monthly by bank transfer or Paypal based on the invoice received from the Service Provider (GALLMED Kft.). The monthly fee for the first month is paid when the service is purchased, and any additional fees are paid afterwards.
3. Microsoft Azure Speech Recognition offers the possibility to create your own language models. This is necessary if the text to be recognised contains technical terms that are not recognised by the Microsoft Azure Basic language model, e.g. medical, legal, etc. These terms can be taught by the speech recognition system. Such a system is much more expensive to use than Basic (without a language model) because Microsoft charges a fee for storing the language model.
4. The Customer may connect to Microsoft Azure on its own and purchase the above services directly from Microsoft. After registration, the created Microsoft Azure access details must be inserted in the speech recognition settings interface of the ABSONIC software. All information about Microsoft Azure services can be found at: <https://azure.microsoft.com/>
5. The Service Provider shall not be liable for any outage, error, inaccuracy, etc. in the Microsoft Azure service and any resulting user harm. Any malfunction of Microsoft's system or the Customer's Internet connection or computer system will be treated as a force majeure event.
6. This Agreement is concluded between the parties for an indefinite period of time towards Microsoft Azure services. A month shall be understood as a calendar month regardless of the number of days in the month.
7. Microsoft Azure services can be cancelled from the end of the current month at the earliest, with at least 5 working days' notice in writing in a support ticket submitted online at <https://absonic-ict.eu/support-page/> before the last working day of the month.
8. The Service Provider is entitled to suspend the provision of the Microsoft Azure service if the User has an overdue account debt of at least 10 days.
9. The current monthly Microsoft Azure minutes consumption in ABSONIC software is currently not yet verifiable, this will be available as a result of future software development.
10. To use Microsoft Azure services with sufficient quality, you need an internet connection with an upload speed of at least 5Mbit/sec.

11. Prices given are subject to change each month based on the US dollar exchange rate.
 12. Price list of Microsoft Azure Custom services related to the purchase of ABSONIC software:

Microsoft Azure Custom price list					
Packages	Gross monthly price	Usage fee (HUF/min)	Usage fee (Ft/hour)	Per-minute fee for exceeding the time limit	Manual typing time saved (hours)
500 minutes	35 000 HUF	70 HUF	4 200 HUF	70 HUF	about 56 hours
1000 minutes	42 000 HUF	42 HUF	2 520 HUF	42 HUF	about 111 hours
2000 min	55 000 HUF	27,5 HUF	1 650 HUF	27,5 HUF	about 222 hours
5000 minutes	90 000 HUF	18 HUF	1 080 HUF	18 HUF	about 555 hours
10000 minutes	150 000 HUF	15 HUF	900 HUF	15 HUF	about 1110 hours

By default, you can use twice the number of purchased packages per month, at which point Microsoft Azure services will stop, this limit can be changed at any time at the customer's request.

1 minute means: 1 minute not logged* Microsoft Azure speech recognition or 1 minute speech translation

The expiry date of the units included in the subscription is the 1st of the following month. Unused remaining monthly units cannot be accumulated and will be lost.

*Non-logged speech recognition: Microsoft Azure does not use the audio material and the text or translation made from it to improve the system.

**GALLMED Kft, H-6500 Baja, Szarvas G.u.3. Tel/Fax: +36-79-326581,
 E-mail: info@absonic-ict.eu , www.absonic-ict.eu**