

SOFTWARE LICENSE AGREEMENT

AFP Plug-in Viewer for Windows

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7. Termination.

7.1 The term of this License is effective until terminated. This Agreement will terminate immediately (1) at Ricoh's election with or without cause upon notice to you (which may be provided at <https://help.ricohsoftware.com/swinfocenter/> (or a successor site)), or (2) automatically if you fail to comply with any of the terms and conditions of this Agreement.

7.2 Upon termination of the License or this Agreement, you must immediately stop using the Software and Documentation and, at Ricoh's option, delete, destroy or return the Software and

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10. General.

10.1 Ricoh may transfer, assign, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement. Neither this Agreement nor the License may be assigned or otherwise transferred by you except to (i) a wholly owned subsidiary or (ii) an affiliate that is controlled by or under common control with you and which, in either case, expressly agrees in writing to assume all obligations under this Agreement. No such permitted assignment shall release the original licensee from liability hereunder.

10.2 You agree to comply with all applicable export and import laws and regulations applicable to the jurisdiction in which the Software and Documentation was obtained and in which it is used. Without limiting the foregoing, in connection with use of the Software, you shall comply with all export laws and regulation applicable to goods of United States origin including those that prohibit the Software from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Software or Documentation, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Documentation for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

10.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you obtained the Software, as follows:

- (a) if you obtained the Software in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if you obtained the Software in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of England, or
- (c) if you obtained the Software in the regions other than those provided in clauses (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.

10.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

10.5 Failure of Ricoh to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

10.6 You agree that this Agreement and any document expressly referred to in it is the entire agreement between you and Ricoh concerning the Software and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the Software and Documentation.

10.7 Ricoh may change the terms and conditions of this Agreement at any time in its sole discretion. Such changes may be provided at <https://help.ricohsoftware.com/swinfocenter/> (or a successor site) and shall be effective immediately. Your continued use of the Software or Documentation after the effective date of such amendments shall constitute your acceptance of the revised terms of this Agreement.

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10.12 You acknowledge that the unauthorized disclosure or use of the Software or any related Documentation or of Ricoh's intellectual property rights, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

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10.14 If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or the sale or use of the Software itself, you agree to pay it when Ricoh invoices you.

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