

SOFTWARE LICENSE AGREEMENT

RICOH InfoPrint AFP Resource Installer

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IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RICOH IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE USE OR INSTALLATION OF THE SOFTWARE IMMEDIATELY. IN THIS CASE YOU MUST CEASE USING THE SOFTWARE AND RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED, IF ANY, AND ALL ACCOMPANYING DOCUMENTATION TO RICOH.

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1.2 You agree to use the Software and Documentation in accordance with the terms of this Agreement, the Documentation, and any additional terms set out by Ricoh from time to time.

1.3 You may: (a) install, load, execute, operate, perform, display and use the Software for your internal business processes and operations only; (b) make a reasonable number of copies of the Software for back-up purposes only, provided that this is necessary for the activities permitted by clause 1.1, and (c) use any Documentation in support of the use permitted under clause 1.1 and make copies of the Documentation as reasonably necessary for its lawful use.

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2.1 Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law without the possibility of contractual waiver or limitation, you agree and undertake:

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- (d) not to rent, lease, sublicense, loan or transfer the Software or Documentation to any third party, or otherwise allow any third party to use the Software or Documentation, without the prior written consent of Ricoh;
- (e) not to distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part;
- (f) to keep any authorized copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (g) to supervise and control use of the Software and ensure that the Software is used by your employees in accordance with the terms of this Agreement;
- (h) to include the copyright notice of Ricoh on all entire and partial copies of the Software and Documentation in any form; and
- (i) not to provide, or otherwise make available, the Software or Documentation in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from Ricoh.

2.2 You must permit Ricoh and its authorized representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms of this Agreement.

3. Support & Maintenance.

Ricoh has no obligation under this Agreement to provide maintenance and/or support for the Software. Software maintenance and/or support, if any, is provided under the terms of a separate agreement and additional fees may apply for this software maintenance and/or support.

4. Disclaimers.

4.1 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

4.2 This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the Software and Documentation. **YOU ACKNOWLEDGE THAT THE SOFTWARE, DOCUMENTATION, AND ANYTHING ELSE SUPPLIED TO YOU UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND WHATSOEVER. RICOH EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. RICOH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 10.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

5. Ricoh's liability.

5.1 **UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION AND SUBJECT TO CLAUSE 5.4, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR SUPPLIERS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "RICOH PARTIES") BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (A) LOSS OF PROFITS, SALES, BUSINESS, ANTICIPATED SAVINGS OR REVENUES; (B) LOSS OF GOODWILL; (C) LOSS, DAMAGE OR ALTERATION OF DATA; (D) LOSS OF OR LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.**

5.2 **IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, RICOH PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SOFTWARE AND DOCUMENTATION AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO \$100 US DOLLARS.**

5.3 **NOTWITHSTANDING THE FOREGOING, RICOH PARTIES' LIABILITY FOR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT (TO THE EXTENT THAT IT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW), EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.**

5.4 **TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 10.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

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6.3 Only when expressly permitted by applicable law without the possibility of contractual waiver or required by a Third Party License, Ricoh waives the prohibition in Section 2.1 hereof against reverse engineering or decompiling, but only as to the respective Third Party Program for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software. Except as expressly set out in this Agreement, you acknowledge that you have no right to have access to the Software in source code form, in unlocked coding or otherwise in human readable form with comments.

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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 Documentation and all copies, and confirm to Ricoh when this has been done. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive.

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If you are licensing the Software or its accompanying Documentation for or on behalf of the U.S. Government, then in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions), it is classified as "Commercial Computer Software" and "Commercial Computer Software Documentation" and is being licensed to U.S. Government end users (i) only as Commercial items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

9. Contact Information.

Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere it does business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers authorized by Ricoh, and assignees of Ricoh for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for providing services, for promotions, and for market research). You acknowledge that your contact information will be stored at data centers, which may, or may not be located in the country where you are located, and you consent to the processing and storage of your contact information in such location (including storage at data centers outside the European Economic Area, even if you are located within the EEA). Under protection of confidentiality agreements, Ricoh may transfer your contact information to third party processors to help Ricoh provide services and manage its relationship with you, including purchase and order fulfillment, credit card processing, providing marketing assistance and providing other customer services. You agree that in the event we undergo re-organisation or are sold to a third party, Ricoh may transfer the contact information to that re-organised entity or third party.

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.

10.8 Ricoh will not be liable to you for any breach of this Agreement which arises because of any circumstances which Ricoh cannot reasonably be expected to control.

10.9 If the Software is supplied on a demonstration, evaluation or similar not-for-resale ("NFR") basis, you are granted a limited, non-exclusive license to use a copy of the Software under the terms of this Agreement for a limited time period only. BY YOUR USE OF THE NFR OR EVALUATION SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE

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10.10 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of Ricoh Affiliates are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh.

10.11 If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

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.

10.13 Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

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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