

SOFTWARE LICENSE AGREEMENT**RICOH ProcessDirector Express**

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This Agreement is a legal agreement between you ("**Licensee**" or "**you**"), and Ricoh Company, Ltd. and/or its "Affiliates" (as defined below) (collectively, "**Ricoh**"). The "Software" is the software named herein or as set forth in the order, certificate of purchase or other confirmation issued by Ricoh in connection with your acquisition of the Software (the "License Confirmation"). Ricoh is willing to license the Software, which includes the associated media, and printed or electronic documentation, if any ("**Documentation**"), only upon the condition that you accept all of the terms contained in this Agreement. For the purposes of this Agreement, "**Affiliate**" means any entity that, from time to time during the term of this Agreement, Controls, is Controlled by, or is under common Control with Ricoh Company, Ltd. "**Control**" means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise) to appoint and/or remove the majority of the members of the governing body of Ricoh, or otherwise exercise control over Ricoh's affairs and policies.

BY INSTALLING OR USING THE SOFTWARE, OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT THE PERSON ACCEPTING THIS AGREEMENT HAS FULL POWER AND AUTHORITY TO DO SO ON BEHALF OF LICENSEE.

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.

1. Grant and scope of license.

1.1 In consideration of you agreeing to abide by the terms of this Agreement and subject to the payment of all relevant fees and charges, if any, Ricoh hereby grants you a limited, non-exclusive, personal, non-transferable, license to use the Software in machine-readable object code form only and the Documentation ("License"). This License and your use of the Software is further expressly limited to the number, volume, quantity or other usage metrics or limitations set forth in the License Confirmation and Documentation, ("**Confirmation of Permitted Usage**"). Depending upon the product, the usage metrics may be stated as a permitted number of users, seats, multi-functional printers, devices, personal computers or servers, or some other quantitative limitation. Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates or enhancements to the Software. Unless terminated as provided herein or expressly set forth in the Confirmation of Permitted Usage, the duration of the License is perpetual.

1.2 You agree to use the Software in accordance with the terms of this Agreement and any additional terms set out in the Confirmation of Permitted Usage.

1.3 Subject to the Confirmation of Permitted Usage, 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.

2. Licensee's undertakings.

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:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is reasonably necessary for the purpose of back-up or operational security;
- (b) not to make any derivative works of the Software, nor adapt, vary, translate, modify, or make alterations to, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to decompile, disassemble or reverse engineer the whole or any part of the Software except where required by the terms of an applicable open source software license, or by applicable law without the possibility of contractual waiver;
- (d) not to rent, lease, sublicense, loan or transfer the Software and Documentation to any third party, or otherwise allow any third party to use the Software, 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 in any form; and
- (i) not to provide, or otherwise make available, the Software 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.

3.1 Ricoh has no obligation under this Agreement to provide maintenance and/or support for the Software under this Software License Agreement. Software maintenance, when included with the license fee or when offered for a separate fee, is provided under the terms of the Ricoh Software Maintenance Agreement for Production Printing Software. Additional fees may apply for this software maintenance.

4. Warranty.

4.1 Ricoh warrants that the media on which the software is contained, if any (“**Media**”) will be free from defects in material or workmanship when used in accordance with this Agreement for a period of 3 months from the date that the Media is delivered to you. This limited warranty does not apply if the problem with the Media results from accident, abuse or misapplication of the Media and shall not extend to anyone other than the original user of the Software.

4.2 Ricoh warrants that, for a period of 3 months from the date shown on your Confirmation of Permitted Usage (unless a longer period is otherwise required by mandatory applicable law), the Software will, when installed on the hardware and/or operating system for which it was designed, and properly used, operate substantially in accordance with the Documentation. Any "Third Party Programs" (as defined below) are excluded from this limited warranty, and alteration, damage or misuse of the Software, or use of the Software with other software, hardware, operating systems or configurations other than that for which it was designed, voids this warranty.

4.3 If either of the warranties in clause 4.1 or 4.2 is breached, you must tell Ricoh as soon as possible. You must give Ricoh a reasonable time to fix the problem and (if necessary) to supply you with a corrected version of the Media or Software (as applicable). This will be done without any additional charge to you. If Ricoh is unable to do this within a reasonable time or Ricoh does not think that it is a sensible way to deal with the problem, then Ricoh may if it wishes elect to take back the Software and the Documentation and to refund to you all of the money which you have paid to Ricoh for use of the Software. If Ricoh decides to do this, then this will be the only remedy you are allowed in relation to breach of either of the warranties concerned and Ricoh will not have any other liability in relation to them.

4.4 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.

4.5 This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the Software and Documentation. **EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT THE SOFTWARE, SERVICES, SUPPORT AND ANYTHING ELSE SUPPLIED TO YOU UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND WHATSOEVER. RICOH EXPRESSLY DISCLAIMS ALL OTHER 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 ALL 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, 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 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 THE GREATER OF THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SOFTWARE OR \$100 US DOLLARS.**

5.3 NOTWITHSTANDING THE FOREGOING, RICOH PARTIES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF RICOH PARTIES' OR THEIR AGENTS OR EMPLOYEES; (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW; IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT, 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.

6. Intellectual Property Rights: Third Party Programs.

6.1 You acknowledge that all intellectual property rights, title, and interest in the Software and Documentation throughout the world are owned by Ricoh or its third party licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, Documentation or anything else supplied to you under this Agreement other than limited License provided by this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh is granted by this Agreement. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the Software; (c) all evaluations, comments, ideas and suggestions made by you regarding the Software, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Ricoh's or its licensors' intellectual property rights. You agree to treat, protect and maintain Ricoh's intellectual property rights as strictly confidential.

6.2 You acknowledge that the Software may contain software programs, code or libraries owned by third parties and/or licensed pursuant to one or more open source software licenses ("Third Party Programs"). You may use such Third Party Programs only as integrated or contained in the Software; provided that all intellectual property rights in such Third Party Programs remain owned by their respective licensors. Where the license agreement or terms of use for such Third Party Programs (the "Third Party Licenses") are contained in the installation instructions, text or "readme" files, or other download or installation media that Ricoh provides to you in connection with the Software, your use of the Third Party Programs shall be subject to and you agree to comply with such Third Party Licenses. Except as otherwise set forth in a Third Party License, the restrictions and requirements in this Agreement shall apply to your use of all Third Party Programs.

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 or by Ricoh, 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.

6.4 Notwithstanding anything herein to the contrary, all Third Party Programs are furnished by Ricoh without support, "as is" and without any warranties of any kind, express or implied, and the use of such Third Party Programs is at Licensee's sole risk. IN NO EVENT SHALL RICOH BE LIABLE FOR SUCH THIRD PARTY PROGRAMS AND RICOH SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF NON-INFRINGEMENT) AND DISCLAIMS LIABILITY INCLUDING ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE CAUSED BY ANY THIRD PARTY PROGRAMS.

7. Termination.

7.1 If the Confirmation of Permitted Usage expressly provides for a fixed term License, the License is terminated at the end of the fixed term unless the parties agree in writing to renew it.

7.2 Except as provided in Section 7.1, the term of this License is perpetual and it is effective until terminated. At Ricoh's option and upon notice to you, this Agreement will terminate immediately if you fail to pay any fees or charges specified in your Confirmation of Permitted Usage or fail to comply with any of the material terms and conditions of this Agreement.

7.3 Upon expiration of the term (if applicable) or termination of this Agreement, you must immediately stop using the Software and, at Ricoh's option, delete, destroy or return the Software and all of its 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.

8. U.S. Government Restricted Rights.

8.1 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.

9.1 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 to use the Software 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 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, 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 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 purchased or obtained the Software, as follows:

- (a) if you purchased or 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 purchased or 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 purchased or 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 (including the Confirmation of Permitted Usage) 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 No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.

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 ABLE TO USE THE SOFTWARE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. ALL NFR OR EVALUATION COPIES ARE LICENSED "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

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 that is not otherwise provided for in the Confirmation of Permitted Usage, you agree to pay it when Ricoh invoices you.

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