



LIMITED TERM LICENSE AND SUBSCRIPTION AGREEMENT

RICOH DISC IMAGE SYSTEM RICOH CORE SYSTEM (BUSINESS RULES PROCESSING, DOCUMENT REPOSITORY, VENDOR PORTAL)

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DESCRIPTION OF SERVICES AND DEFINED TERMS:

The services and technology to be provided by Ricoh under this Agreement consist of the provision of Ricoh's proprietary DISC Image software and or Ricoh's Core System Software ("**Software**"), either as installed on one or more servers in your location, or via internet access to a hosted version of the Software maintained by Ricoh (the "**Hosted Environment**"); access to any relevant documentation ("**Documentation**"), and the support and maintenance for the Software or Hosted Environment, as the case may be, (collectively, the "**DISC Image System**" or "**Ricoh Core System**"). "**Subscriber**" or "**you**" means the entity or individual that has placed an order for the DISC Image System or Ricoh Core System. Subject to the terms and conditions hereof, the DISC Image System or Ricoh Core System includes the use of the Software or access to the Hosted Environment as the case may be. The specifics of your transaction shall be as set forth in the Statement of Work, purchase order, or other similar order documentation applicable to the DISC Image System or Ricoh Core System that is executed from time to time with Ricoh or with an authorized Ricoh reseller (your "**Order**"). Subscriber and its "**Authorized Users**" (defined below) are entitled to use the DISC Image System or Ricoh Core System only for the duration of the subscription period indicated your Order, and only for the number of individuals, seats, machines or other volume usage metrics for which a subscription fee has been paid. For the purposes hereof, "**Authorized Users**" means any employee, consultant, contractor, agent, and/or other individual or party that accesses or uses the DISC Image System, Ricoh Core System, or Hosted Environment under your Subscription, but in any event subject to the quantity or other usage metrics restrictions set forth in your Order. Other capitalized words in quotes shall have the meanings ascribed to them when they first occur in this Agreement.

IMPORTANT NOTICE: THE FOLLOWING TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN ANY SUBSCRIBER AND RICOH USA, INC. ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES ("RICOH"). BY SUBMITTING A PURCHASE ORDER, AND/OR ACCESSING AND/OR USING THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM, SOFTWARE OR HOSTED ENVIRONMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, AGREE TO ALL THE TERMS AND CONDITIONS HEREIN, AND CONSENT TO BE BOUND BY AND BECOME A PARTY HERETO.



IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RICOH IS UNWILLING TO LICENSE THE USE OF THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM, OR SOFTWARE OR HOSTED ENVIRONMENT TO YOU, AND YOU MUST DISCONTINUE INSTALLATION, ACCESS OR USE THEREOF IMMEDIATELY. IN THIS CASE YOU MUST UNINSTALL THE SOFTWARE FROM YOUR SYSTEMS AND RETURN ALL ACCOMPANYING DOCUMENTATION TO RICOH.

1. Term; Fees; Termination.

- 1.1. You are entitled to use the DISC Image System or Ricoh Core System only for the limited period of time indicated in your Order. The term of this Agreement shall commence on the date specified in your Order but in no event later than the first to occur of the date (i) you complete any registration or activation of the DISC Image System or Ricoh Core System or (ii) you first access or use the DISC Image System or Ricoh Core System or the Hosted Environment, and shall continue, unless sooner terminated as provided herein, for the period specified in your Order (your “**Subscription Term**” or the “**Term**”). Upon expiration of the Subscription Term, unless you place an Order to extend the Term, you will no longer be able to access or use the DISC Image System or Ricoh Core System.
- 1.2. As a condition of use, Subscriber agrees to pay when due all fees and charges as per its Order including any new or additional services, any custom services, or for extensions of the Subscription Term that may be requested subsequent to the initial account registration (“Fees”). Fees are based upon system usage and your Order will specify the user, server, page, image, feature, volume, storage, number, quantity, activity, transaction, frequency, seat or other license usage, restrictions or metrics that govern your use of the DISC Image System, Ricoh Core System or and Hosted Environment. Payments shall be made to Subscriber’s vendor (which may be a dealer or reseller) and are subject to all due dates and finance charges as contained in the ordering documents. All Fees are payable without offset or deduction. You must pay the Fees for your Subscription within 30 calendar days after you receive the monthly invoice from Ricoh. If you fail to pay the Fees by the payment date, you must pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month. Fees are fixed only for the initial Subscription Term and Ricoh reserves the right to change the Fees and/or its fee structure in subsequent or renewal periods. Charges for any custom services may be invoiced separately by Ricoh. Non-payment of any Fees shall be grounds for suspension of access to the DISC Image System, Ricoh Core System and Hosted Environment, or termination of this Agreement. All Fees are non-cancellable and non-refundable, and the usage quantity, seats or other similar metrics you have purchased cannot be decreased during the Subscription Term. In addition to the Fees, Subscriber shall responsible for and agrees to pay all taxes that are, or may in the future be, assessed in connection with the DISC Image System, Ricoh Core System or Hosted Environment including but not limited to any local, county, state or federal sales, use, excise, gross receipts, transfer, personal property or other similar taxes, or duties, or taxes on Internet transactions.



- 1.3. In addition to any other rights it may have, Ricoh, in its sole discretion, shall have the right to terminate this Agreement if any of the following occur: (i) Subscriber fails to make timely payment of any Fees and such default continues for a period of ten (10) days after Subscriber's receipt of written notice of such default, (ii) Subscriber files a petition in bankruptcy, or is adjudicated bankrupt, or a petition in bankruptcy is filed against Subscriber and not discharged within thirty (30) days, or Subscriber becomes insolvent or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or a receiver is appointed for Subscriber or its business, or (iii) Subscriber fails to perform or breaches any other obligation, warranty, representation or covenant under this Agreement and such default continues for a period of thirty (30) days after Subscriber's receipt of written notice of such default. Upon termination of this Agreement for Subscriber's default, Subscriber agrees to pay Ricoh all Fees due and owing, including the reasonable costs and expenses (including reasonable attorney's fees) of effectuating such termination and collecting any delinquent amounts. In the event of any breach or violation of Subscriber's responsibilities hereunder, in addition to its legal remedies, Ricoh may pursue injunctive relief, and any and all additional remedies that may be available under law or in equity.
- 1.4. In addition to any other rights it may have hereunder, Ricoh may suspend, deny or block access to your use of the DISC Image System, Ricoh Core System or Hosted Environment and your "Content" (as hereinafter defined) upon the occurrence of: (i) termination of this Agreement as provided in Section 1.3 above or (ii) any "Hosted Environment Misuse" (as defined in Section 3.2 hereof). In addition, in the event of emergent circumstances in Ricoh's reasonable discretion, Ricoh may, without notice to you, take the same suspension actions for any of the following reasons: (i) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action, (ii) to prevent interference with, damage to, or degradation of the Hosted Environment, (iii) to eliminate a condition that is potentially damaging or harmful to other users or Ricoh, or (iv) if the Hosted Environment is used in a manner that may expose Ricoh to legal liability.
- 1.5. Upon expiration of the Term or termination of this Agreement, you must immediately stop using the DISC Image System, Ricoh Core System and Hosted Environment and delete or destroy the DISC Image Software, Ricoh Core System and Documentation and all copies and confirm to Ricoh when this has been done.
- 1.6. The provisions of this Agreement that are required to give effect to its intent and purposes shall survive termination or expiration of this Agreement.

2. **Grant and scope of license.**

- 2.1. In consideration of your agreement to abide by the terms of this Agreement and payment of all relevant Fees, Ricoh hereby grants you and your Authorized Users a worldwide, time-limited, non-exclusive, personal, non-transferable, limited license to either (i) install, load, execute, operate, perform, display and use the DISC Image Software or Ricoh Core System in machine-readable object code form only (for server based installations of the Software), or (ii) to access



and use the Software via the Hosted Environment remotely over the Internet (for Subscribers accessing the DISC Image System or Ricoh Core System via the Internet), in each case, for your internal business processes and operations only. Your license to use the Hosted Environment includes the Software, web servers, databases and other equipment necessary for the operation of the Hosted Environment. To the extent your use of the DISC Image System or Ricoh Core System requires the use of any “agent” or “end point” software installed on a personal computer, Ricoh MFP or office product, PDA or similar equipment, then, subject to the quantitative metric limitations in your Order, your license includes the right to install and use such agent software. As provided in Section 1 hereof, the DISC Image System, Ricoh Core System and Hosted Environment are licensed for use on a time-limited basis, following which you and your Authorized Users will no longer be entitled to use them.

- 2.2. This Agreement, and your rights to use the DISC Image System, Ricoh Core System and Hosted Environment, are expressly contingent upon your payment of all relevant Fees and charges as set forth in your Order. All use by Subscriber and its Authorized Users shall further be strictly limited to the user, server, page, image, feature, volume, storage, number, quantity, activity, transaction, frequency, seat or other license usage, restrictions or metrics as set forth in your Order. This license is granted solely to Subscriber and not, by implication or otherwise, to any parent, subsidiary or affiliated entities of Subscriber or any of their Authorized Users and is for Subscriber's internal business purposes only.
- 2.3. You shall use the DISC Image System or Ricoh Core System only in accordance with the terms of this Agreement and any additional terms set out in the Order and shall be responsible for the compliance of your Authorized Users.
- 2.4. You may use any Documentation in support of the use permitted under clause 2.1 and make such copies of the Documentation as are reasonably necessary for its lawful use. You may also make a reasonable number of copies of the DISC Image Software or Ricoh Core System for back-up purposes only, provided that this is necessary for the activities permitted by clause 2.1. Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates or enhancements to the DISC Image System or Ricoh Core System.

3. Licensee's undertakings.

- 3.1. 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 DISC Image Software, Ricoh Core System or Documentation, except where such copying is incidental to normal use of the DISC Image System or Ricoh Core System or where it is reasonably necessary for the purpose of back-up or operational security;
 - b) not to adapt, vary, translate, modify, or make alterations to, the whole or any part of the DISC Image Software or Ricoh Core System nor permit the DISC Image Software or Ricoh Core System or any part of it to be combined with, or become incorporated in, any other programs;



- c) not to decompile, disassemble, reverse engineer, modify, create derivative works based on the whole or any part of the DISC Image System, Ricoh Core System or Software or merge the DISC Image System, Ricoh Core System or Software. Where required by the terms of an applicable open source software license, or where required by applicable law without the possibility of contractual waiver, requests for exceptions to the prohibitions in this clause 3.1(c) should be submitted to Ricoh at the address set out in the introduction to this Agreement. You undertake that any information provided to you by Ricoh in connection with such a request shall: (i) be used only for the limited purpose required by the applicable license or law; (ii) not be disclosed or communicated without Ricoh's prior written consent to any third party to whom it is not necessary to disclose or communicate it, and (iii) not be used to create any software which is substantially similar to the DISC Image Software or Ricoh Core System;
 - d) not to rent, lease, sublicense, loan or transfer the DISC Image System, Ricoh Core System, Software, Hosted Environment and Documentation to any third party, or otherwise allow any third party to use the DISC Image System, Software or Hosted Environment, 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 DISC Image System, Ricoh Core System or Software in whole or in part;
 - f) to keep any authorized copies of the DISC Image Software or Ricoh Core System secure and to maintain accurate and up-to-date records of the number and locations of all copies of the DISC Image Software or Ricoh Core System;
 - g) to supervise and control use of the DISC Image System, Ricoh Core System or Hosted Environment as the case may be, and ensure that the DISC Image System, Ricoh Core System or Hosted Environment are only used by your Authorized Users in accordance with the terms of this Agreement;
 - h) to include the copyright notice of Ricoh on all entire and partial copies of the DISC Image System or Ricoh Core System in any form; and
 - i) not to provide, or otherwise make available, the DISC Image System, Ricoh Core System, Software or Hosted Environment 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 Authorized Users without prior written consent from Ricoh.
- 3.2. You agree and covenant that you and your Authorized Users will not use the DISC Image System, Ricoh Core System or Hosted Environment for any unlawful purpose. Without limiting the foregoing, you agree that your Authorized Users will not use or permit the Hosted Environment to be used: (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws or community standards; (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) to upload, transmit or post any "Content" (as defined in Section 4.2 hereof) that you do not have



the right to transmit or that would infringe the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (iv) to facilitate sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) to collect, intercept or harvest screen names, to collect, intercept or store Content, email addresses, or any personal data about other users of the Hosted Environment, or to solicit or attempt to discover a user's password, screen name or other registration information; (vi) to use the Hosted Environment beyond the storage or usage restrictions set forth in the service package you purchased, or otherwise interfere with, harm, disrupt or place an undue burden or demand on the Hosted Environment or the servers or networks involved with the operation thereof; (vii) to gain unauthorized access to the Hosted Environment or to access (or attempt to access) another user's data or other accounts, computer systems or networks connected thereto, through password mining or any other means; (viii) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Hosted Environment or to impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity or (viii) to use the Hosted Environment in any way that is illegal or violates any local, state, national or foreign law, ordinance, rule or regulation (collectively, a "**Hosted Environment Misuse**"). You shall be solely responsible for any damage to any party resulting from any Hosted Environment Misuse by you or your Authorized Users.

- 3.3. You must permit Ricoh, its Affiliates and its 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 DISC Image System, Ricoh Core System 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.

4. **Customer Content.**

- 4.1. The DISC Image System, Ricoh Core System or Hosted Environment may include functionality that permits you an opportunity to transmit, exchange, store, use and/or process certain information, documents, records, data, files, images and similar materials. All such materials in any type of media whatever of that are supplied, created, transmitted or provided by you and your Authorized Users are collectively referred to herein as "**Content**". You represent and warrant that you are the owner of or have all necessary rights in and to all Content provided or submitted to, stored on or processed using the Hosted Environment, and that the storage, transmission or use of the Content in connection with Ricoh's provision of the Hosted Environment and any services to you will not violate any copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity or other intellectual property and proprietary rights of third parties. During the Term hereof, you hereby grant to Ricoh and its agents an irrevocable, non-exclusive, transferrable, worldwide, royalty-free, fully-paid right and license to host, cache, store, copy, access, display, process, transmit and otherwise use the Content solely in connection with this Agreement and the provision of Hosted Environment and DISC Image System or Ricoh Core



System to you. Ricoh hereby disclaims any ownership rights in the Content. **YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUPS OF ANY DATA OR CONTENT THAT YOU TRANSMIT, UPLOAD, POST TO, OR PROCESS USING THE HOSTED ENVIRONMENT.**

4.2. Upon written request to Ricoh received within ninety (90) days from the earlier of the expiration or termination of this Agreement, you may request to have electronic copies of the Content, if any, transferred to you pursuant to Ricoh’s then current data export offerings and pricing. **IF YOU FAIL TO TIMELY REQUEST DATA EXPORT SERVICES, RICOH SHALL HAVE NO OBLIGATION TO STORE OR MAINTAIN ANY OF YOUR CONTENT, OR TO FORWARD SUCH CONTENT TO YOU.** In no event shall Ricoh be required to delete any Content from any disaster recovery, back-up tapes, disks or archives.

5. Support & Maintenance.

5.1. For Subscribers using the internet based Hosted Environment, your purchase of a Subscription includes reasonable amounts of telephone support for errors or malfunctions with the system. Installation, configuration and customization, as well as any on-site support, are not included and must be purchased separately. Basic end user questions should be referred to Subscriber’s system administrator. Supplemental End user training may be purchased for additional fees.

Call center name	Ricoh Help Desk (and ask for the DISC Image or Ricoh Core System Help Desk)
Hours	Monday to Friday, 8:00am to 8:00pm Pacific Time * National and banking holidays, year-end and New Year's holidays are excluded.
Email	Email - RICOH_BSS_Support@ricoh-usa.com
Call center functions	Logging and escalation of system malfunctions or errors.

5.2. For Subscribers using the server-based DISC Image Software or Ricoh Core System, the first year of software maintenance for the DISC Image Software or Ricoh Core System (“**Maintenance**”) is included in the license fee and shall commence on the earlier of the date you register, activate or first use the Software. Maintenance contracts for additional years may be available for an additional fee by contacting Ricoh or your installing vendor. In addition, during the term of your Maintenance contract, you shall be entitled to Support for the DISC Image Software or Ricoh Core System as provided in Section 5.1 above. In the event your Maintenance has lapsed, as a condition to reinstatement, Ricoh may require you to pay for the period in which you did not maintain Maintenance. During the term of your Maintenance agreement, you shall be entitled to receive support and maintenance as outlined in Ricoh’s then current DISC Image Maintenance, Ricoh Core System and Support documentation. Notwithstanding the foregoing, the following failures or problems with the DISC Image Software or Ricoh Core System are excluded from Maintenance: (a) failures due to end user initiated alterations to the DISC Image Software or Ricoh Core System operating environment, such as changes to data files, networks or computing platforms; (b) failures due to faults in any Subscriber supplied computer or operating



environment on which the DISC Image Software or Ricoh Core System resides; (c) problems due to your failure to implement currently available updates or upgrades; (d) failures due to modifications or alterations of the DISC Image Software or Ricoh Core System by any party other than Ricoh, and (e) failures due to DISC Image System or Ricoh Core System customization, even if performed by Ricoh. DISC Image System Maintenance for superseded versions of the DISC Image Software or Ricoh Core System shall terminate within two years after the release of any new version, Update or Upgrade. For example, two years following the release of version 4.1, Ricoh will cease supporting version 4.0.

- 5.3. All Maintenance and Support shall be provided in the English language only. Ricoh will use reasonable efforts to provide Support and Maintenance in a professional manner, but Ricoh cannot guarantee response times, or that every question or problem you raise will be resolved to your satisfaction. These Support and Maintenance provisions do not grant or imply any additional warranties or guarantees of DISC Image System, Ricoh Core System or Hosted Environment performance or availability.

6. Limited Warranty.

- 6.1. Ricoh warrants to Subscriber for a period of three months from the date of first use that, when installed on or used with the hardware, networks and/or operating systems for which it was designed, and in normal proper use, the DISC Image System, Ricoh Core System, Software or Hosted Environment, as the case may be, will perform substantially as described in the applicable Documentation. Notwithstanding the foregoing, Ricoh shall not be responsible for errors or problems caused by or attributable to (i) alterations performed by anyone other than Ricoh, (ii) use of the DISC Image System, Ricoh Core System or Hosted Environment in conjunction with any third-party software, or (iii) changes to or problems with Subscriber's operating environment or network. Nothing contained in the foregoing to the contrary, Ricoh does not warrant that the operation of or access to the DISC Image System, Ricoh Core System or Hosted Environment will be uninterrupted or error free, that all defects will be corrected or that the DISC Image System, Ricoh Core System or Hosted Environment will meet Subscriber's requirements. Ricoh's sole obligation and Subscriber's sole remedy in the event of a breach of this limited warranty is for Ricoh to make reasonable efforts to promptly correct or provide a work around for any replicable defect in the DISC Image System, Ricoh Core System or Hosted Environment.
- 6.2. You acknowledge that the DISC Image System or Ricoh Core System 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 DISC Image System or Ricoh Core System as described in the Documentation meet your requirements.
- 6.3. This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the DISC Image System, Ricoh Core System, Software Hosted Environment and Documentation. **EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM, SOFTWARE, HOSTED ENVIRONMENT, ALL SERVICES, SUPPORT AND MAINTENANCE AND ANYTHING ELSE SUPPLIED**



OR PROVIDED 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 DISC IMAGE SYSTEM OR RICOH CORE SYSTEM TO ACHIEVE YOUR INTENDED RESULTS. RICOH DOES NOT WARRANT THAT THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM, SOFTWARE OR HOSTED ENVIRONMENT WILL MEET YOUR REQUIREMENTS; THAT THEIR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. RICOH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY FUNCTIONALITY OR APPLICATIONS PROVIDED BY THE DISC IMAGE SYSTEM SOFTWARE OR RICOH CORE SYSTEM OR HOSTED ENVIRONMENT. SOME COUNTRIES OR JURISDICTIONS DO NOT ALLOW SUCH DISCLAIMING OF WARRANTIES, SO SOME OR ALL OF THE DISCLAIMER ABOVE MAY NOT APPLY TO YOU.

7. **Liability.**

- 7.1. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION AND SUBJECT TO CLAUSE 7.4, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR SUPPLIERS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (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, DISC IMAGE SYSTEM, RICOH CORE SYSTEM OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.
- 7.2. IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, THE RICOH PARTIES’ TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM, SOFTWARE OR HOSTED ENVIRONMENT 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 AN AMOUNT EQUAL TO THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE DISC IMAGE SYSTEM, RICOH CORE SYSTEM OR HOSTED ENVIRONMENT FOR THE PERIOD OF TWELVE MONTHS PRIOR TO THE DATE OF THE CLAIM.
- 7.3. Notwithstanding the foregoing, the Ricoh Parties’ liability for: (a) death or personal injury caused by the negligence of the Ricoh Parties’ or their agents or employees; (b) breach of any condition as to title or quiet enjoyment; (c) fraudulent misrepresentation, or (d) 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.

7.4. SOME COUNTRIES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN REMEDIES SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7.5. You understand and agree that you are responsible for all activities conducted by you and your Authorized Users, or under your passwords, in connection with the use of the DISC Image System, Ricoh Core System and Hosted Environment. You agree to defend, indemnify and hold harmless Ricoh and its subsidiaries, affiliates, subcontractors, and licensors, and each of its and their respective officers, directors, agents and employees (collectively, the "Ricoh Indemnified Parties") from and against all losses, expenses, and damages, and all third party suits, claims, judgments and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) Content submitted, transmitted, stored or processed through the Hosted Environment, including any claims that such Content infringes the intellectual property rights of third parties, (ii) Hosted Environment Misuse, (iii) your violation of the license provisions hereof, or misappropriation of any Ricoh intellectual property rights or confidential information, or (iv) violation of the export provisions hereof.

8. Intellectual Property Rights; Third Party Programs.

8.1. You acknowledge that all intellectual property rights, title, and interest in the DISC Image System, Ricoh Core System and Documentation throughout the world are owned by Ricoh or its third party licensors, that rights in the DISC Image System or Ricoh Core System are licensed (not sold) to you, and that you have no rights in, or to, the DISC Image System, Ricoh Core System, Documentation or anything else supplied to you under this Agreement other than the right to use them or it in accordance with the terms of 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 DISC Image System or Ricoh Core System; (c) all evaluations, comments, ideas and suggestions made by you regarding the DISC Image System or Ricoh Core System, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Ricoh's intellectual property rights. You agree to treat, protect and maintain Ricoh's intellectual property rights as strictly confidential.

8.2. The DISC Image System or Ricoh Core System contains third-party software programs, libraries or applications, as well as software licensed under the provisions of one or more "open source" software licenses ("Third Party Programs"). You acknowledge that Ricoh is not the owner or manufacturer of such Third-Party Programs. Notwithstanding anything herein to the contrary, all



Third-Party Programs are furnished by Ricoh “AS IS” and without any warranties of any kind, express or implied.

- 8.3. Your use of the Third-Party Programs is licensed, not sold, and is subject to the terms of the respective End User License Agreements or similar terms and conditions of such third parties, with which you agree to comply. Copies of all Third-Party Program licenses and acknowledgements can be found in the installation/download media that Ricoh provides to you in connection with the DISC Image System or Ricoh Core System or will be provided upon your request.
- 8.4. With respect to any software program, application or library provided under an open source license, and only when and to the extent expressly required by the terms of such license, Ricoh waives the prohibition in Section 3.1 hereof against reverse engineering or decompiling, but only as to such Third-Party Program and not as to the DISC Image System or Ricoh Core System itself. Except as expressly set out in this Agreement, you acknowledge that you have no right to have access to the DISC Image System or Ricoh Core System in source code form, or in unlocked coding or with comments.

9. U.S. Government Restricted Rights.

- 9.1. If you are licensing the DISC Image System or Ricoh Core System or its accompanying Documentation on behalf of the U.S. Government, it is classified as “Commercial Computer Software” and “Commercial Computer Software Documentation” developed at private expense, contains confidential information and trade secrets of Ricoh and its licensors, and is subject to “Restricted Rights” as that term is defined in the Federal Acquisition Regulations (“FARs”). The Contractor/Manufacturer of the DISC Image System or Ricoh Core System for the purpose of the FARs is Ricoh USA, Inc., 70 Valley Stream Parkway, Malvern, PA 19355.

10. Contact Information.

- 10.1. Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh and any of its Affiliates to store and use your and your Authorized Users’ contact information, including names, phone numbers, and e-mail addresses (“**Contact Information**”) for the purpose of: (i) providing any services to you under this Agreement (including Support), (ii) for contacting you in relation to your use of the DISC Image System or Ricoh Core System and (iii) for contacting you regarding other products and services of Ricoh, unless you subsequently notify us in writing that you no longer consent to such use. Our relationship is also governed by the provisions of Ricoh’s general privacy policy, which you will find posted on the regional home page of our website.

11. Hosted Environment - Additional Terms.



- 11.1. Your use of the Hosted Environment and/or DISC Image System or Ricoh Core System may require the assignment of passwords, or the configuration of other security or access restrictions by one or more of your employees designated as the system “Administrator”. You are solely responsible for selection of your Authorized Users, and the assignment and control of passwords or other access controls or restrictions. You shall be responsible for all access or use of the DISC Image System, Ricoh Core System and Hosted Environment by you, your Authorized Users, and any person or entity using your account or a password provided by or obtained from you, whether or not such access or use has been authorized and whether or not such person or entity is actually an employee or agent of yours.
- 11.2. You are solely responsible for acquiring, installing, operating and maintaining the hardware, software, communications networks, Internet Browser connections and operating environment necessary to access and use the Hosted Environment. The Hosted Environment may not support or be compatible with all operating systems, browsers or networks. Other than compatibility with Ricoh hardware devices, Ricoh makes no representations or warranties that your equipment and systems will be compatible with the DISC Image System, Ricoh Core System and/or Hosted Environment.
- 11.3. Ricoh reserves the right to modify, add, or remove features or functions to or from the DISC Image System, Ricoh Core System and Hosted Environment, or to provide programming fixes, enhancements, updates and upgrades, thereto and to convert you to new versions thereof at any time in its sole discretion, without notice and without incurring any liability whatsoever; provided, however, Ricoh shall have no obligation to provide such corrections or upgrades.
- 11.4. Ricoh uses reasonable endeavors to ensure that the Hosted Environment is available 24 hours a day, 7 days a week, and, when possible, attempts to schedule routine preventative maintenance during off-peak hours. However, your access to and use of the Hosted Environment and Content may be unavailable for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Hosted Environment for any reason, including as a result of power outages, system failures, problems inherent in the use of the Internet and electronic communications, failures of Ricoh’s or its service providers (including telecommunications, hosting, and power providers) or other interruptions. Ricoh will take reasonable steps to minimize such disruption where it is within the reasonable control of Ricoh. Ricoh is entitled, without any liability to you, to suspend or limit access to any portion or all of the Hosted Environment at any time: (i) for scheduled downtime to permit Ricoh to conduct maintenance or make modifications to the Hosted Environment or (ii) as provided in Section 1.4 hereof. **You agree that Ricoh shall not be liable for any interruption, outage, unavailability or suspension of the Hosted Environment.**
- 11.5. The Hosted Environment utilizes the public Internet and third-party networks, and you acknowledge that no provider can absolutely prevent intrusions or interception of data, or guaranty security of information transmitted or accessed over the Internet or maintained on remote servers. You are solely responsible for the security of your own networks and computers including but not limited to selection and maintenance of any anti-virus, security or fraud prevention technology and such configurations you may deem necessary.



12. General.

- 12.1. Neither this Agreement nor the License to use the DISC Image System or Ricoh Core System may be assigned, sublicensed or otherwise transferred by You except to (x) a wholly owned subsidiary or (y) an affiliate that is controlled by or under common control with licensee 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. Ricoh shall have the right to assign this Agreement to any parent, affiliate or subsidiary, or to any successor by merger or purchaser of substantially all its assets. Ricoh may subcontract or delegate performance of portions of the services entailed in the provision of the DISC Image System, Ricoh Core System and Hosted Environment and may change those assignments from time to time without notice to you.
- 12.2. You agree that you will comply in all respects with any government laws, regulations, orders or other restrictions on the export or re-export of the DISC Image System, Ricoh Core System, Documentation and Content that may be imposed from time to time by the jurisdictions from which you access the DISC Image System, Ricoh Core System and/or Hosted Environment. You acknowledge that the DISC Image System or Ricoh Core System contains technology subject to U.S. Export controls. You will ensure that you do not provide or permit access to the DISC Image System or Ricoh Core System (i) to any Authorized Users located in, or who are citizens, nationals or residents of any country to which the United States has prohibited the export of technical information or (ii) to any Authorized Users that are listed on the United States Department of Treasury list of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotics Traffickers, or on the United States Department of Commerce Table of Denial Orders. You also agree that you will not use the DISC Image System or Ricoh Core System for any purposes prohibited by United States law, including without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction.
- 12.3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey without giving effect to New Jersey's conflicts of laws principles thereof. Any action, suit or proceeding relating to this Agreement shall be brought in the appropriate federal or state court location in New Jersey, and each party hereby consents to such jurisdiction. This choice of jurisdiction and venue does not prevent Ricoh from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction. **The Parties hereby waive any right they may have to trial by jury. No claim or litigation may be brought regarding this Agreement or relating to the DISC Image System, Ricoh Core System or Hosted Environment more than two years after the cause of action has arisen.**
- 12.4. 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.

- 12.5. 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.
- 12.6. You agree that this Agreement and any document expressly referred to in it (including the Order) is the entire agreement between you and Ricoh concerning the DISC Image System, Ricoh Core System, Hosted Environment and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the DISC Image System or Ricoh Core System, Hosted Environment and Documentation.
- 12.7. No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.
- 12.8. Neither party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to acts of God, acts or omissions of the other party, man-made or natural disasters, material shortages, war, riot, terrorist acts, strikes, delays in transportation, inability to obtain labor or materials through its regular sources, utility failures, interruption of telecommunications or the Internet service, viruses or denial of service attacks. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.
- 12.9. If the DISC Image System or Ricoh Core System or use of the Hosted Environment is supplied on a not-for-resale (“NFR”) or similar evaluation basis, you are granted a limited, non-exclusive license to use a copy of the DISC Image System or Ricoh Core System under the terms of this Agreement for a limited time period only. **BY YOUR USE OF THE NFR OR EVALUATION DISC IMAGE SYSTEM OR RICOH CORE SYSTEM, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE DISC IMAGE SYSTEM OR RICOH CORE SYSTEM WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE DISC IMAGE SYSTEM OR 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.**
- 12.10. No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of the Ricoh Affiliates and Subsidiaries 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.
- 12.11. 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.
- 12.12. You acknowledge that the unauthorized disclosure or use of the DISC Image System, Ricoh Core System 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.

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

12.14. If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or sale or use of the DISC Image System, Ricoh Core System and/or Hosted Environment that is not otherwise provided for in the Order, you agree to pay it when Ricoh invoices you.

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