



Ricoh USA, Inc.

Hosted Repository Services Terms of Use

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These Ricoh USA, Inc. Hosted Repository Services Terms of Use (these "**Terms of Use**") are part of the legal agreement between Ricoh USA, Inc. ("**Ricoh**"), and the entity that has entered into a statement of work, master services agreement, or similar agreement (the "**Ordering Agreement**") with Ricoh for access to and use of the Hosted Repository Services ("**Customer**"). In these Terms of Use, Ricoh and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and in the Ordering Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General.

(a) The terms and conditions in these Terms of Use (including any documents incorporated herein) supplement the Ordering Agreement and, together with the Ordering Agreement, are the entire agreement between the Parties with respect to the Hosted Repository Services and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. All fees, limitations, and other restrictions related to the Hosted Repository Services described in the Ordering Agreement apply to Customer's access to and use of the Hosted Repository Services.

(b) **By accessing or using the Hosted Repository Services, Customer agrees that it has read, it understands, and it agrees to these Terms of Use.**

(c) **If Customer does not agree to these Terms of Use, then Customer must immediately discontinue access to and use of (or must not initiate access to or use of) the Hosted Repository Services.**

(d) Despite anything to the contrary in the Ordering Agreement, in the event of any conflict or inconsistency between these Terms of Use and the Ordering Agreement, these Terms of Use shall prevail with respect to the Hosted Repository Services.

2. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Hosted Repository Services that is used by Ricoh in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Hosted Repository Services.

(b) "**Customer Content**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Hosted Repository Services.

(c) **"Documentation"** means Ricoh's user manuals, handbooks, and guides relating to the Hosted Repository Services provided by Ricoh to Customer either electronically or in hard copy form.

(d) **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (1) computer, software, firmware, hardware, system, or network; or (2) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

(e) **"Hosted Repository Services"** means Ricoh's (and third-party) software and related technology in a hosted environment that is designed to help manage document storage, review, and retrieval.

(f) **"Ricoh IP"** means the Hosted Repository Services, the Documentation, and any and all intellectual property provided to Customer or any User in connection with the foregoing. For the avoidance of doubt, Ricoh IP includes Aggregated Statistics and any information, data, or other content derived from Ricoh's monitoring of Customer's access to or use of the Hosted Repository Services, but does not include Customer Content.

(g) **"Third-Party Products"** means any third-party products provided with or incorporated into the Hosted Repository Services.

(h) **"User"** means individuals who are authorized by Customer to use the Hosted Repository Services, or who access the Hosted Repository Services under a Customer account number, username, password, or other access credentials.

3. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of any applicable fees and Customer's compliance with the terms and conditions of these Terms of Use and the Ordering Agreement, Ricoh hereby grants Customer a non-exclusive, non-assignable, non-transferable right to access and use the Hosted Repository Services remotely over the Internet on a time-limited subscription basis during the applicable subscription term (as described in the Ordering Agreement), solely for use by Users for Customer's internal use in accordance with the terms and conditions in these Terms of Use and the Ordering Agreement. Ricoh shall provide to Customer the necessary account numbers, usernames, passwords, or other access credentials or other agreed upon functionality to enable Customer to perform these functions (or a combination of both) to allow Customer to access and use the Hosted Repository Services. The means for generating account numbers, usernames, passwords, or other access credentials will be as described in the applicable Ordering Agreement.

(b) Documentation License. Subject to the terms and conditions contained in these Terms of Use, Ricoh hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the applicable subscription term for the Hosted Repository Services solely for Customer's internal business purposes in connection with its use of the Hosted Repository Services.

(c) Reservation of Rights. Ricoh reserves all rights not expressly granted to Customer in these Terms of Use. Except for the limited rights and licenses expressly granted under these Terms of Use, nothing in these Terms of Use grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Ricoh IP.

(d) Use Restrictions. Customer shall not use the Hosted Repository Services or Documentation for any purposes beyond the scope of the access granted in these Terms of Use (and any further limitations in the Ordering Agreement). In addition, and without limiting the foregoing, Customer shall not (and shall ensure that Users do not) at any time, directly or indirectly (each of the following, "**Customer Misuse**"):

(i) copy, modify, or create derivative works of the Hosted Repository Services or Documentation, in whole or in part (other than a reasonable number of copies of the Documentation necessary for the purpose described in Section 3(b));

(ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Hosted Repository Services or Documentation;

(iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Hosted Repository Services, in whole or in part;

(iv) bypass or breach (or attempt to bypass or breach) any security device or protection used by the Hosted Repository Services, access or use the Hosted Repository Services other than by a User through the use of his or her own then valid access credentials, or attempt to gain access to any unauthorized portion of the Hosted Repository Services or any related systems or any information of Ricoh's other customers or users;

(v) input, upload, transmit, or otherwise provide to or through the Hosted Repository Services, any information or materials that are unlawful or injurious, or that contain, transmit, or activate any Harmful Code (including, without limitation, material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws, regulations, rules, or guidance documents or community standards);

(vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Hosted Repository Services, Ricoh's systems, related networks, or Ricoh's provision of services to any third party, in whole or in part;

(vii) remove any proprietary notices from the Hosted Repository Services or Documentation;

(viii) access or use the Hosted Repository Services or Documentation to benchmark the Hosted Repository Services or to build competitive products or services;

(ix) access or use the Hosted Repository Services or Documentation in any manner or for any purpose that is unlawful under applicable laws, regulations, rules, or

guidance documents, including (without limitation) (1) access or use that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, publicity right, or other right of any third party, or (2) to transact in, or facilitate activities related to, misappropriating another individual's identity;

(x) access or use the Hosted Repository Services or Documentation to engage in threatening or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others; or

(xi) access or use the Hosted Repository Services or Documentation (1) 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, or (2) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Hosted Repository Services or to impersonate any person or entity, or otherwise to misrepresent affiliation with a person or entity.

(e) Suspension. Notwithstanding anything to the contrary in these Terms of Use or the Ordering Agreement, Ricoh may (without liability) suspend Customer's and any User's access to and use of any portion or all of the Hosted Repository Services and Documentation if:

(i) Ricoh believes in good faith that: (A) there is a threat or attack on any of the Hosted Repository Services or such suspension is warranted to prevent interference with, damage to, or degradation of the Hosted Repository Services; (B) Customer's or any User's use of the Hosted Repository Services disrupts or poses a security risk to the Hosted Repository Services or to any other customer or vendor of Ricoh; (C) Customer Misuse is occurring or has occurred or Customer or any User is otherwise in violation of these Terms of Use; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Ricoh's provision of the Hosted Repository Services to Customer or any User is prohibited by applicable laws, regulations, rules, or guidance documents or a governmental authority otherwise requests a suspension; or

(ii) in accordance with the terms of the Ordering Agreement (any such suspension described in subclause (i) or (ii), a "**Service Suspension**").

Ricoh shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Hosted Repository Services following any Service Suspension. Ricoh shall use commercially reasonable efforts to resume providing access to the Hosted Repository Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Ricoh will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in these Terms of Use or the Ordering Agreement, Ricoh may monitor Customer's use of the Hosted Repository Services and collect and compile Aggregated Statistics. As between Ricoh and Customer, all right,

title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Ricoh. Customer acknowledges that Ricoh may compile Aggregated Statistics based on Customer Content input into the Hosted Repository Services. Customer agrees that Ricoh may (i) make Aggregated Statistics publicly available in compliance with applicable laws, regulations, rules, and guidance documents, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable laws, regulations, rules, and guidance documents; provided that such Aggregated Statistics do not identify Customer or Customer Content.

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Hosted Repository Services and Documentation resulting from access or use provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms of Use or the Ordering Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of these Terms of Use or the Ordering Agreement if taken by Customer will be deemed a breach of these Terms of Use by Customer.

(b) Customer Content. Customer represents and warrants that (1) Customer is the owner of or has all necessary rights in and to all Customer Content, and (2) the provision, submission, storage, or other processing of Customer Content in connection with Ricoh's provision of the Hosted Repository Services will not violate any copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity or other intellectual property and proprietary rights, privacy rights, publicity rights, or other rights of third parties. Customer agrees that no Customer Content will include any sensitive information, personal data, or information that is otherwise regulated by applicable laws, regulations, rules, or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information. Customer understands and agrees that Ricoh does not have resources to monitor or control whether the Customer Content contains any sensitive information, personal data, or information that is otherwise regulated by applicable laws, regulations, rules, or guidance documents. Customer is responsible for determining whether its use of the Hosted Repository Services meets Customer's legal requirements.

(c) Back-Ups. Except as otherwise expressly agreed in the Ordering Agreement, Customer is solely responsible for creating any back-ups of any Customer Content that is provided or submitted to, stored on, or otherwise processed using the Hosted Repository Services.

(d) Access and Security. Customer shall employ commercially reasonable physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all of its account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services and protect against any unauthorized access to or use of the Hosted Repository Services; and (b) control the content and use of Customer Content.

(e) Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Content, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Hosted Repository Services; (c) Customer's information technology infrastructure, including

computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services (“**Customer Systems**”); (d) the security and use of Customer’s and its Users’ account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services; (e) all access to and use of the Hosted Repository Services and Documentation directly or indirectly by or through the Customer Systems or its or its Users’ account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services, with or without Customer’s knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (f) acquiring, installing, operating, and maintaining the Customer Systems necessary to access and use the Hosted Repository Services and Customer understands that the Hosted Repository Services may not support or be compatible with all hardware, software, communications networks, Internet browser connections, and operating environments.

(f) Third-Party Products. Ricoh may from time to time make Third-Party Products available to Customer. For purposes of these Terms of Use, such Third-Party Products are subject to their own terms and conditions and the applicable license agreement or flow-through provisions, copies of which will be provided to Customer. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer shall not access or use such Third-Party Products. Customer understands that (1) Ricoh has no right, title, or interest in or to such Third-Party Products and makes no representations, warranties, or other commitments related to Third-Party Products, and (2) Customer’s rights with respect to such Third-Party Products are solely as set forth in the applicable license agreement or flow-through provisions of the applicable third-party provider.

5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the applicable subscription term and for a period of two years after the termination or expiration of these Terms of Use with respect to matters necessary for accurately determining amounts due for the Hosted Repository Services. Customer will, within a reasonable time following Ricoh’s written request, provide to Ricoh reasonable information confirming Customer’s compliance with these Terms of Use. Such inspection rights will extend throughout the applicable subscription term and for a period of two years after the termination or expiration of the applicable subscription term. Information that Customer provides under this section will be subject to the confidentiality terms of the Ordering Agreement.

6. Intellectual Property Ownership; Feedback.

(a) Ricoh IP. Customer acknowledges that, as between Customer and Ricoh, Ricoh owns all right, title, and interest, including all intellectual property rights, in and to the Ricoh IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Content. Ricoh acknowledges that, as between Ricoh and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Content. Customer hereby grants to Ricoh a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Content and perform all acts with respect to the Customer Content as may be necessary for Ricoh to provide the Hosted Repository Services to Customer. Ricoh will only use the Customer Content to provide services contemplated by these Terms of Use and the Ordering Agreement.

(c) Feedback. If Customer or any of its Users or employees or contractors sends or transmits any communications or materials to Ricoh suggesting or recommending changes to the Ricoh IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Ricoh is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Ricoh on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Ricoh is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ricoh is not required to use any Feedback.

7. Warranties and Disclaimer.

(a) Any warranties of Ricoh related to the Hosted Repository Services are addressed in the Ordering Agreement.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, RICOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOSTED REPOSITORY SERVICES OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES, OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS OR MONEY PROVIDED BY, OR RECEIVED ON BEHALF OF, CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, RICOH MAKES NO WARRANTY OF ANY KIND THAT THE RICOH IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Indemnification.

(a) Ricoh Indemnification. Indemnification to be provided by Ricoh (if any) is addressed in the Ordering Agreement.

(b) Customer Indemnification. Customer shall indemnify, defend, and hold harmless Ricoh and its and its affiliates, subcontractors, and licensors, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Ricoh Indemnitee**") from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by such Ricoh Indemnitee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") to the extent that such Losses arise out of or result from:

- (i) Customer Content (including, without limitation, the provision, submission, storage, or other processing of Customer Content in accordance with these Terms of Use and the Ordering Agreement);
- (ii) Customer's or a User's use of the Hosted Repository Services or Documentation (including, without limitation, Customer Misuse); or
- (iii) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any User, or any third party on behalf of Customer or any User, in connection with the Hosted Repository Services or Documentation;

provided that Customer may not settle any Third-Party Claim against a Ricoh Indemnitee unless Ricoh consents to such settlement, and further provided that the Ricoh Indemnitee will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. Limitations of Liability. IN NO EVENT WILL RICOH BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THE ORDERING AGREEMENT AS IT RELATES TO THE HOSTED REPOSITORY SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER RICOH WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL RICOH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE ORDERING AGREEMENT AS IT RELATES TO THE HOSTED REPOSITORY SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO RICOH UNDER THE ORDERING AGREEMENT FOR THE HOSTED REPOSITORY SERVICES IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Subscription Term. Customer's subscription term for the Hosted Repository Services is addressed in the Ordering Agreement.

(b) Termination. In addition to any other express suspension or termination rights set forth in these Terms of Use or in the Ordering Agreement, Ricoh may terminate the Hosted Repository Services, effective on written notice to Customer, if Customer:

- (i) Breaches any of its obligations under Section 3(d);
- (ii) Breaches these Terms of Use, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after Ricoh provides to Customer written notice of such breach; or

(iii) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of the applicable subscription term for the Hosted Repository Services, Customer shall immediately discontinue use of the Ricoh IP and Customer shall delete, destroy, or return all copies of the Documentation and, within a reasonable time following Ricoh's written request, certify to Ricoh in writing Customer's compliance with these obligations. No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination.

(d) Survival. This Section 10(d) and Sections 2, 2, 5, 6, 7(b), 8, 9, 10(c), and 11 survive any termination or expiration of these Terms of Use.

11. Miscellaneous.

(a) Confidentiality. Confidentiality terms are addressed in the Ordering Agreement.

(b) Internet. Customer acknowledges that (1) the Hosted Repository Services utilize the public Internet and third-party networks, and (2) no one can absolutely prevent intrusions or interception of data or guaranty security of information transmitted or accessed over the Internet or maintained on remote servers.

(c) Subcontractors. Customer understands that Ricoh may from time to time in its discretion engage third parties to provide technology or otherwise assist in the performance of the Hosted Repository Services.

(d) Updates. Ricoh reserves the right to modify, add, or remove features or functions to or from the Hosted Repository Services, or to provide programming fixes, enhancements, updates and upgrades, thereto and to convert Customer to new versions at any time in its sole discretion (collectively, "**Updates**"); provided, however, that the Updates will not materially reduce the functionality of the Hosted Repository Services before the end of Customer's then-current subscription term (unless the Update is made to comply with applicable laws, regulations, rules, or guidance documents).

(e) Notices. Except as otherwise provided in these Terms of Use or the Ordering Agreement, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties in accordance with the notice provisions of the Ordering Agreement.

(f) Force Majeure. In no event shall Ricoh be liable, or be deemed to have breached these Terms of Use, for any failure or delay in performing its obligations under these Terms of Use, if and to the extent such failure or delay is caused by any circumstances beyond Ricoh's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or epidemics, or passage of laws, regulations, rules, or

guidance documents or any action taken by a governmental or public authority, including imposing an embargo.

(g) Amendment and Modification. Except as otherwise permitted under these Terms of Use, no amendment to or modification of these Terms of Use is effective unless it is in writing and signed by an authorized representative of each Party; however, Customer agrees that Ricoh may update these Terms of Use from time to time upon reasonable notice to Customer (which may be provided through notification in the Hosted Repository Services).

(h) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms of Use, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Use will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Severability. If any provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms of Use so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(j) Governing Law; Submission to Jurisdiction. Unless expressly agreed otherwise in the Ordering Agreement: (1) these Terms of Use are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware, (2) any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Hosted Repository Services or Documentation may be instituted in the federal courts of the United States located in or serving the State of Delaware or the courts of the State of Delaware, (3) each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding, (4) **the Parties hereby irrevocably waive any right they may have to trial by jury**, and (5) **no claim or litigation may be brought regarding these Terms of Use or the Hosted Repository Services or Documentation more than two years after the cause of action has arisen**.

(k) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Ricoh, which consent may be withheld in Ricoh's sole discretion. Any purported assignment or delegation in violation of this section will be null and void ab initio. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms of Use are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

(l) Laws; Export Regulation. Customer shall not use the Hosted Repository Services for any purposes prohibited by law, regulations, rules, or guidance documents (including, without

limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction). Without limiting the foregoing, Customer shall comply with all applicable laws, regulations, rules, and guidance documents, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Hosted Repository Services or Documentation or any Customer Content outside the US. In addition, Customer shall ensure that Customer does not provide or permit access to the Hosted Repository Services: (1) to any 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 (2) to any 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 or any similar or successor governmental lists. Customer shall not include in Customer Content any information which is subject to import, export and re-export control controls laws, regulations, rules, or guidance documents.

(m) US Government Rights. Each of the Documentation and the software components that constitute the Hosted Repository Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Hosted Repository Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors. If a government agency has a need for rights not granted under these terms, then it must negotiate with Ricoh to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable Ordering Agreement.

(n) Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer or a User of any obligations under Section 3(d) would cause Ricoh irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Ricoh will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(o) Trial Features.

(i) Ricoh may (from time to time in its sole discretion) make available to Customer certain functionality, modules, or other features that are not yet generally available in the Hosted Repository Services on a "trial", "review", "proof-of-concept", "beta", "not-for-resale", "NRF", or similar a basis ("**Trial Features**").

(ii) All restrictions related to the Hosted Repository Services apply to the Trial Features. In addition, Ricoh may provide additional terms of use related to the Trial Features ("**Trial Features Terms**"). In the event of any conflict or inconsistency between

these Terms of Use or the Ordering Agreement and the Trial Features Terms, then Trial Features Terms shall control with respect to the Trial Features.

(iii) **Trial Features may be revoked at any time or without any reason in Ricoh's sole discretion.**

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