

## SOFTWARE LICENSE AGREEMENT

Enhanced Locked Print NX software

**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT (the "Agreement") CAREFULLY BEFORE INSTALLING THE SOFTWARE ABOVE (the "Software").**

BY INSTALLING THE SOFTWARE OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE COMPANY IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW. IN THIS CASE YOU MUST RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO THE COMPANY.

This Agreement is a legal agreement between you ("**Licensee**" or "**you**") and Ricoh Company, Ltd (registered in Japan No. 0108-01-012579) whose registered office is at 3-6, Naka-magome 1-Chome, Ohta-Ku, Tokyo 143-8555 ("**Company**") for the Software, which includes the associated media, and electronic documentation ("**Documentation**").

Before installing or downloading the Software, you are required to obtain a relevant certificate from the Company or its designee ("**Certificate**") by contacting the Company and paying the license fee for the Software. The Certificate forms part of this Agreement and, in the event of any conflict or inconsistency between the terms of this Agreement and Certificate, the terms of the Certificate shall prevail to the extent of such conflict or inconsistency. Once you have paid the license fee and received the relevant Certificate and media on which the Software is contained, you may install or download the Software.

### **1. Grant and scope of license**

1.1 In consideration of you agreeing to abide by the terms of this Agreement, the Company grants you a non-exclusive, personal, non-transferable, license to use the Software and Documentation up to the permitted number of multi-functional printers and/or servers set out in the Certificate ("**Permitted Number of Devices**") for a period of five (5) years from the date that you install

the Software.

1.2 You shall use the Software in accordance with the terms of this Agreement and any additional terms set out in the Certificate.

1.3 You may:

- (a) install the Software on your network and use one copy of the Software for your internal business purposes only, on the Permitted Number of Devices;
- (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;
- (c) receive and use any free supplementary software code or updates of the Software incorporating "patches" and corrections of bugs or errors or other minor functionality enhancements to the Software as may be provided by the Company from time to time ("**Bug Fixes**");
- (d) use any Documentation in support of the use permitted under clause 1.1 and make one copy of the Documentation as is reasonably necessary for its lawful use.

## **2. Licensee's undertakings**

2.1 Except as expressly set out in this Agreement or as permitted by any mandatory applicable law, you 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 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, reverse engineer, create derivative works based on the whole or any part of the Software or merge the Software, or attempt to do any such thing, except as permitted by mandatory applicable law notwithstanding contractual prohibition. Requests for interface information in order to achieve inter-operability of the Software with another software program (“**Purpose**”) should be submitted to the Company at the above address and, if such information is provided, you undertake that the information obtained by you during such activities:
  - (i) is used only for the Purpose;
  - (ii) is not disclosed or communicated without the Company's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
  - (iii) is not used to create any software which is substantially similar to the Software;
- (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 the Company;
- (e) 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;
- (f) 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;
- (g) to replace the current version of the Software with any updated or upgraded version or new release provided by the Company under the terms of this Agreement immediately on receipt of such version or release;

- (h) to include the copyright notice of the Company 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 the Company.

2.2 You must permit the Company, 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 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. For the purposes of this Agreement, “**Affiliate**” means the Company and any entity that, from time to time during the term of this Agreement, Controls, is Controlled by, or is under common Control with the Company. “**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 the Company, or otherwise exercise control over the Company’s affairs and policies

### **3 Warranty**

- 3.1 The Company warrants that the media on which the software is contained (“**Media**”) will be free from defects in material or workmanship when used in accordance with this Agreement for a period of six 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.
- 3.2 The Company warrants that, for a period of six (6) months from the date the Software is installed by you (unless a longer period is otherwise required by

mandatory applicable law), the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects.

3.3 If either of the warranties in clause 3.1 or 3.2 is breached, you must tell the Company as soon as possible. You must give the Company 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 the Company is unable to do this within a reasonable time or the Company does not think that it is a sensible way to deal with the problem, then the Company 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 the Company under this Agreement. If the Company 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 the Company will not have any other liability in relation to them.

3.4 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.

3.5 This Agreement sets out the full extent of the Company's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, subject to clause 4.1, apart from the terms set out in this Agreement, the Company, its subsidiaries, their distributors, and dealers make no conditions, warranties, representations or other terms, either express or implied, including any term of satisfactory quality, merchantability or fitness for a particular purpose, with respect to the Software and Documentation, and such terms are hereby excluded to the fullest extent permitted by law. It is not a term of this Agreement that use of the Software will be uninterrupted or error-free and you agree that the existence of any minor errors shall not constitute a breach of this Agreement.

3.6 The Licensee warrants that it has full power and authority to enter into this

Agreement.

**4. The Company's liability**

4.1 The Company's liability:

- (a) for death or personal injury caused by the Company's negligence or the negligence of the Company's employees or agents;
- (b) for breach of any condition as to title or quiet enjoyment;
- (c) for fraudulent misrepresentation;
- (d) for any other liability that cannot be excluded 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.

4.2 Other than as set out in clause 4.1, the Company shall not be liable (whether for breach of contract, negligence or for any other reason) for any:

- (a) loss of profits;
- (b) loss of sales;
- (c) loss of revenue;
- (d) loss of the software or data;
- (e) loss of use of hardware, software or data;
- (f) indirect, consequential or special loss.

4.3 Subject to clauses 4.1 and 4.2, the Company's total aggregate liability under this Agreement and in relation to anything which the Company 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 125% of the total amounts paid and payable by you for the Software.

## **5. Intellectual Property Rights**

5.1 You acknowledge that all intellectual property rights, title, and interests in the Software and Documentation throughout the world are owned by the Company 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 or the Documentation other than the right to use them in accordance with the terms of this Agreement.

5.2 The Software contains third party software and intellectual property rights which are owned by the Company's licensors.

5.3 Except where otherwise set out in this Agreement or by the Company, you acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

5.4 The Software contains open source software which is subject to additional terms and conditions. The source code for the open source software and any additional terms and conditions that may apply to your use of the open source software can be found in the "Read Me" files in the installation media.

## **6. Termination**

6.1 The Company may terminate this Agreement immediately if:

- (a) you fail to comply with any of the terms and conditions of this Agreement; or
- (b) you cease to conduct your operations in the normal course of business, including inability to meet your obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or

against you, or a receiver is appointed or applied for, or an assignment for the benefit of creditors is made by you or any similar activity occurs under any similar applicable laws in any jurisdiction.

6.2 Upon termination of this Agreement for any reason, you may continue using the Software, but you will not receive any further Bug Fixes (as defined in clause 1.3(c)).

## **7. General**

7.1 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without the Company's prior written consent. The Company may transfer, assign, charge, 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.

7.2 You may not export all or part of the Software directly or indirectly without obtaining any required written approval of any applicable government or regulatory authority and the written approval of the Company. In addition, you shall comply with any applicable export laws and regulations.

7.3 This Agreement shall be governed by and construed in accordance with the laws of Japan. All disputes arising between you and the Company with respect to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

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

7.5 No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.



- 7.6 The Company will not be liable to you for any breach of this Agreement which arises because of any circumstances which the Company cannot reasonably be expected to control.
- 7.7 No term of this Agreement is enforceable by a person who is not a party to this Agreement.
- 7.8 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.