

RICOH EUROPE PLC

LICENSE AGREEMENT FOR

@ REMOTE

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BY DOWNLOADING, INSTALLING, LOADING, COPYING OR USING THIS SOFTWARE, OR BY UTILIZING THE

@ REMOTE DEVICE OR RICOH EQUIPMENT IN WHICH THE SOFTWARE MAY BE PRE INSTALLED, YOU ARE CONSENTING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, RETURN THE SOFTWARE TO THE COMPANY FROM WHICH YOU OBTAINED IT WITH PROOF OF PURCHASE FOR A FULL REFUND OF THE LICENCE FEE YOU PAID, IF ANY.

PRODUCT NOTES

: @ Remote is a system, which includes Ricoh proprietary software ("Software") and which may include an @Remote device, that provides automatic monitoring of the operation of various office machines (for example, photocopiers and printers) that are connected to a computer network. @ Remote will identify both Ricoh and non-Ricoh devices on the network and the Software collects data about the operation of these networked devices including, for example, copy quantities, supply usage and/or error or malfunction codes. Data gathered will vary by make and model. By transmitting this information to an off-site server maintained by Ricoh, the @ Remote system permits remote meter reading. @Remote cannot and does not collect document content, user or job type information or any other data that can be qualified as "personal data" under the applicable EU and local law.

This Agreement is limited to a Licence granted to You to use the Software in accordance with and subject to the terms and conditions of this Agreement. The actual provision of remote meter reading services and any related installation, reconfiguration or first tier support, is subject to a separate service agreement between You and your Ricoh service provider, and separate fees may be charged for those services. Future versions of the Software may have enhanced functionality and bear a different fee or service fee structure.

The Software may be embedded in your Ricoh equipment, or it may be installed in a stand-alone thin server supplied by your Ricoh service provider ("@Remote device").

1. Ownership of Software & Intellectual Property. You acknowledge and agree that the Software and the @ Remote device use and contain confidential and proprietary information and technology of Ricoh and embody trade secrets and intellectual property of Ricoh and/its licensors protected under United Kingdom copyright and other laws, and by international treaty provisions (collectively referred to as "Ricoh's Intellectual Property Rights"). Ricoh and/or its licensors retain all right, title, and interest in and to Ricoh's Intellectual Property Rights, including but not limited to: (i) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (ii) all ideas, inventions, patents, copyrights and other intellectual property rights with respect to the Software and @ Remote; (iii) all evaluations, comments, ideas and suggestions made by You regarding the Software and @ Remote, even if those are incorporated into subsequent versions, and (iv) any modifications or derivative works developed from Ricoh's Intellectual Property Rights. Further, no right, title or interest to any trademarks, service marks or trade names of Ricoh or its licensors is granted by this Agreement. All and/or any rights not expressly granted by Ricoh to You in this Licence Agreement are expressly reserved by Ricoh.

2. Licence & Scope of Use. Subject to and in consideration of the terms, conditions and restrictions of this Agreement, Ricoh grants You a limited, non-exclusive, non-transferable, revocable license (the "License") for the

use of the Software and accompanying documentation on your own internal systems only. The Software is licensed, not sold. Unless terminated as provided herein, the duration of the Licence is perpetual, however, the service agreement with your Ricoh service provider may be subject to annual renewal and fees may be assessed for your use of the @Remote system. For each @Remote device, this Licence permits the use of the Software to monitor (i) copy quantity or meter read "Data" (as defined in paragraph 4, below) from no more than 500 of your networked Ricoh devices, or (ii) active appliance management/diagnostics from no more than 100 of your compatible networked Ricoh devices. Additional licences are required for higher usage. Use of the Software shall be limited to Your own internal data, devices and operations. Ricoh may conduct annual audits at normal business hours and after reasonable notice, to ensure compliance with the scope of the Licence. Ricoh shall pay for such audit unless the audit reveals any usage outside the scope of this Licence. In that case, You will pay for the audit and the full amount of any additional Licences as are required. Unless the applicable documentation provides to the contrary, this Agreement governs any future releases, revisions or enhancements to the Software that Ricoh may furnish to You.

3. Restrictions on Use. You agree not to use the Software for any purpose other than for Your own personal internal business purposes. You may make copies of the associated documentation for your internal use only provided that all proprietary rights notices on the Software are reproduced and applied to any copies. You shall not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software, or create derivative works based upon all or part of the Software , except to the extent that mandatory law grants Customer the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other software. In such event Customer shall first inform Ricoh of its intention and request Ricoh to provide Customer with the necessary information. Ricoh may impose reasonable conditions on the provision of the requested information, including requiring payment of a reasonable fee. You shall not copy (including without limitation copying the "look and feel" and/or business logic) , loan, rent, transfer, lease, sublicense, assign, distribute, export, make available for timesharing

and/or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part. You shall notify your employees and agents who may have access to the Software of the restrictions contained in this Agreement and shall ensure their compliance with these restrictions. You agree that you will follow Ricoh's reasonable instructions and directions from time to time in relation to the proper and authorized use of the Software.

4. Ownership, Use & Security of Data.

(a) Ownership & Use. You acknowledge that @ Remote will gather and transmit to a remote server certain data regarding all selected networked output devices which may include, by way of illustration and not limitation: (i) identification of the copiers and printers, (ii) the number of prints and/or copies made by each compatible device, (iii) each device's consumption of supplies such as paper or toner, and (iv) diagnostic information pertaining to such devices (collectively, the "Data"). Ricoh shall retain all right, title and interest in the Data, which it may use or provide to third parties authorized by Ricoh to provide service to your output devices and in order to provide better service to You. Ricoh may also use the Data for its regular business purposes including but not limited to product development, research, marketing and the like. Subject to and in consideration of the terms of the service agreement with your Ricoh service provider, Ricoh grants to You a non-exclusive licence to use the Data for your own business operations.

(b) Customer Information. @Remote does not capture the content or information on the content of documents that are copied, printed, scanned or faxed on your output devices or your Ricoh equipment, nor does it capture information about the users or user's workstations that created, duplicated or transmitted the documents, and the defined term, "Data", shall not include any such customer information. Except for the Data, this Agreement does not grant Ricoh any rights to your documents or information.

(c) Disposition of Data. While Ricoh intends to retain the Data for a one-year period, Ricoh may dispose of the Data at any time when it is no

longer necessary for Ricoh's own business purposes and without notice to You.

(d) **Data Transmission & Security**. The Data will be transmitted via telephone, email or Internet to a remote server located in Japan and maintained by Ricoh and/or its subcontractors. Ricoh uses reasonably available technology and reasonable security procedures to maintain the security of @ Remote and the Data; however, You acknowledge that no provider can absolutely prevent interception of data or guaranty security of information maintained on computers and on the Internet. You are responsible for the security of your network and operating environments.

5. **Limited Warranty**. Ricoh will correct functionality or replace, at no charge, defective Software that is returned within thirty (30) days of shipment or installation. Ricoh warrants, for a period of one (1) year from the later of the shipment or installation, that the Software will perform in substantial compliance with the documentation accompanying the Software on the hardware and operating system software for which it was designed, as stated in the documentation. If You promptly report to Ricoh that the Software is not performing as described above, and Ricoh is unable to correct the problem, You may return the Software and Ricoh will refund the amount of the Licence fee You paid, if any. Misuse, unauthorized use and/or alteration of the Software by You or any third party, or use of the Software with hardware and/or operating system software and configurations other than that for which it was designed, voids this warranty. Initial product installation services and any subsequent network reconfigurations must be obtained separately from your Ricoh service provider and are not covered by this limited warranty.

6. **Limited Warranty Against Infringement**. Ricoh warrants that the Software, as delivered to You, and if used within the scope of this Licence, does not infringe any existing EU or U.S. patent, copyright or trademark. Except as provided below, Ricoh will indemnify, defend and hold You harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys fees) incurred by You arising from a third party claim that the Software, as delivered by Ricoh and used within the scope of this Agreement, infringes any existing EU or

U.S. patent, copyright or trademark, but only if, (i) You notify Ricoh in writing within thirty (30) days of any such claim, (ii) Ricoh shall have full and exclusive control of the defence and all related negotiations, settlements and compromises and (iii) You shall provide Ricoh with assistance, information, co-operation and authority necessary to perform the above and/or deal with any such claims; and (iv) You will follow all of Ricoh's reasonable instructions in relation to any such claims; and (v) You will mitigate all and/or any losses, damages, costs and/or expenses that may be suffered and/or incurred by You in relation to such claims. Notwithstanding the foregoing, Ricoh shall have no liability or indemnity obligation for any claim relating to (i) use of the Software in any manner prohibited by or not permitted by the Licence, (ii) use of any software of third parties, (iii) any modifications to the Software made by any entity other than Ricoh, (iv) combination or use of the Software with other products except those furnished by Ricoh where it is those products or the combination, that gave rise to the infringement claim, (v) use of an outdated version of the Software when Ricoh has made available an updated version that does not infringe, or (vi) any addition, change or modification of the functionality, specification or performance of the Software made by Ricoh at your request, if such claim would not have arisen but for such change. In the event of an infringement claim, if it is commercially reasonable to do so, and at its option, Ricoh will either obtain the right for You to use the Software or will modify the Software to make it non-infringing. Failing these options, Ricoh may terminate the Licence and refund the Licence fee You paid, if any, less accumulated depreciation calculated on a straight line basis over a useful life of three (3) years.

THE REMEDIES ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR RICOH'S BREACH OF ANY INTELLECTUAL PROPERTY WARRANTY CONTAINED IN THIS AGREEMENT OR IMPOSED OR IMPLIED BY LAW. THE WARRANTIES SET OUT HEREIN ARE EXCLUSIVE OF AND IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

7. Term and Termination. The Licence granted hereunder shall terminate automatically if You (i) breach of any term hereof, (ii) use the Software

beyond the scope of the Licence, (iii) use the Software for any purpose not authorized herein, (iv) cease using the Ricoh products that are intended to be monitored by the @ Remote device, or (v) cease purchasing or utilizing @ Remote meter reading or other @ Remote related services from your Ricoh service provider. On termination, You shall cease use of the Software and terminate Your access to meter data and Connected Fleet Reporting. If the Software is embedded in a server or other physical device supplied by Ricoh or a Ricoh dealer, distributor or reseller, upon termination of this Agreement or cessation of use of the Ricoh products intended to be monitored by the @ Remote device, You also agree to return the @Remote device to the party that supplied it. Duties of confidentiality, indemnification, limitation and exclusion of liability and damages, and the right to audit shall survive termination or expiration of this Agreement.

8. Disclaimers and Exclusion of Warranties. Except as expressly stated in this Agreement You acknowledge that THE SOFTWARE, @ REMOTE and any associated data reporting ARE being PROVIDED "as is", without ANY warranty of any kind WHATSOEVER , express or implied. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, RICOH EXPRESSLY DOES NOT GIVE OR MAKE AND RICOH DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. RICOH DOES NOT WARRANT THAT THE SOFTWARE OR @ REMOTE WILL MEET YOUR REQUIREMENTS OR WORK WITH ALL OF YOUR SOFTWARE AND EQUIPMENT; THAT THEIR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; THAT THE DATA OR REPORTS WILL BE ACCURATE OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

IT IS YOUR SOLE RESPONSIBILITY TO SATISFY YOURSELF COMPLETELY PRIOR TO ENTERING INTO THIS LICENCE AGREEMENT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS AND BE COMPATIBLE WITH YOUR HARDWARE AND SOFTWARE CONFIGURATION AND ANY

FAILURE BY THE SOFTWARE TO BE SUITABLE FOR YOUR REQUIREMENTS WILL NOT GIVE RISE TO ANY CLAIM AGAINST RICOH.

9. Limitation of Liability.

9.1 EXCEPT AS PROVIDED UNDER SECTION 9.4, RICOH, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND/OR REPRESENTATIVES WILL BE UNDER NO LIABILITY WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES OR LOSSES FOR THE FOLLOWING:

(A) ANY LOST REVENUE, LOST PROFITS, LOSS GOODWILL AND/OR REPUTATION, LOST INFORMATION, LOST, CORRUPTED, DAMAGED AND/OR ALTERED DATA, LOSS OF ANTICIPATED PROFITS AND/OR OPPORTUNITY, LOSS OF TIME ON THE PART OF STAFF OR MANAGEMENT AND/OR LOSS RELATING TO ANY COMPUTER FAILURE OR MALFUNCTION ARISING DIRECTLY OR INDIRECTLY OUT THIS AGREEMENT; AND/OR

(B) FOR YOUR USE OF OR INABILITY TO USE THE SOFTWARE AND @ REMOTE, OR FROM THE BREACH OF ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT.

9.3 RICOH'S AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND/OR REPRESENTATIVES TOTAL MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY DAMAGE OR DIRECT LOSS OF WHATEVER NATURE AND HOWSOEVER ARISING SHALL NOT BE IN EXCESS OF AMOUNTS PAID BY YOU TO RICOH FOR USE OF THE SOFTWARE OR @ REMOTE UNDER THIS AGREEMENT.

9.4 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT RICOH'S AND/OR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND/OR REPRESENTATIVES FOR THEIR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THEIR NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER MATTERS

THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED UNDER ENGLISH LAW.

9.5 NOTHING IN THIS AGREEMENT AFFECTS YOUR STATUTORY RIGHTS.

10. Confidentiality. You agree that the @ Remote device, the Software, the related documentation and technical information and Ricoh's Intellectual Property Rights are confidential property of Ricoh ("Proprietary Information").

You agree to treat, protect and maintain, the Proprietary Information as strictly confidential. Use by persons to which You have contracted any of Your data processing services is permitted only if each contractor is subject to a valid written agreement prohibiting the reproduction or disclosure to third parties of software products and associated documentation to which they have access and such prohibitions apply to the Software.

11. Export Regulation. If the Software is for use outside the European Union, You agree to comply fully with all relevant regulations of the United Kingdom and with the relevant local or European export rules and any other applicable laws to regulations to assure that the Software and media are not exported in violation of the law in the United Kingdom or European law.

12. U.S. Government. You may not transfer licenses to, or sublicense, products, fixes or service deliverables to the U.S. Government.

13. MISCELLANEOUS.

(a) Legal Matters. This Agreement is made under the laws of England, excluding the choice of law and conflict of law provisions and will be governed, interpreted, enforced and disputed only and exclusively in accordance with English Law and subject to the exclusive jurisdiction of the courts of England. 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 Licence shall be enforced to the full extent allowable under applicable law. Failure of a Party to enforce any provision of this Agreement does not constitute and shall not be construed as a waiver of such provision or of the right to enforce such provision. All of Ricoh's licensors and subsidiaries and affiliates are direct and intended third-party beneficiaries of this Agreement and may enforce it against You.

(b) Modification. No modification to this Licence is binding unless in writing and signed by an authorised representative of You and Ricoh Europe plc and You acknowledge that independent Ricoh dealers, distributors and resellers have no authority to bind Ricoh Europe plc or any of its affiliates or subsidiaries. Any future upgrades of @Remote shall also be subject to this Agreement unless their licences state to the contrary. It is expressly agreed that the terms of this Agreement constitutes the complete and exclusive agreement between Ricoh and You with respect to the subject matter herein and supersedes all previous agreements and understandings between Ricoh and You. It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order or other ordering document and on inconsistent terms included in any such purchase order or other ordering document shall apply to @Remote. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly set out herein. Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

(c) Assignment. Neither this Agreement nor the Licence to use the Software may be assigned, sublicensed or otherwise transferred by You.

(d) Equitable Relief. You acknowledge that the unauthorized disclosure or use of the Software 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 in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.