

## END USER LICENSE AGREEMENT

### Ricoh myPrint Software

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**IMPORTANT NOTICE: PLEASE READ THIS END USER LICENSE 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.

YOU REPRESENT AND WARRANT THAT THE PERSON ACCEPTING THIS AGREEMENT HAS FULL POWER AND AUTHORITY TO DO SO ON BEHALF OF LICENSEE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE COMPANY IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE USE OR INSTALLATION OF THE SOFTWARE IMMEDIATELY. IN THIS CASE YOU MUST CEASE USING THE SOFTWARE AND RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED (IF ANY) AND ALL ACCOMPANYING DOCUMENTATION TO THE COMPANY.

This Agreement is a legal agreement between you ("**Licensee**" or "**you**") and Ricoh Europe PLC (registered in England and Wales with registered company number 00720944) whose registered office is at 20 Triton Street, London NW1 3BF and/or its Affiliates(collectively, "**Company**") for the Software, which includes the associated media, and printed or electronic documentation ("**Documentation**").

Before using the Software, you are required to obtain a license by contacting the Company or its authorized reseller and paying the License fee for the Software as set forth in the order, certificate of purchase or other contractual document entered into with the Company or its authorized reseller ("**License**"). The License forms part of this Agreement and, in the event of any conflict or inconsistency between the terms of this Agreement and License, the terms of this Agreement shall prevail to the extent of such conflict or inconsistency. Once the Software is installed and you have paid the License fee, you may use the Software for the term of the License in accordance with the terms of this Agreement. Unless otherwise agreed, this Agreement shall govern any future releases, revisions, updates, enhancements, and any optional functions and programs to the Software.

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

1.1 In consideration of you agreeing to abide by the terms of this Agreement and subject to the payment of all relevant fees and charges, the Company grants you a limited, non-exclusive, personal, non-transferable, license to use the Software and Documentation for the agreed term of the License up to the agreed number myPrint core servers set out in the License (“**Permitted Number of myPrint core servers**”) for the term of the License.

1.2 You agree to use and shall procure that your employees, customers and authorized users using your printing facilities (“Users”) shall use the Software in accordance with the terms of this Agreement and any additional terms set out in the License.

1.3 Subject to the terms of your License, you may:

(a) have the Software installed on your network, on the Permitted Number of myPrint core servers;

(b) make a reasonable number of copies of the installed base 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 applicable mandatory law, you agree and undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is reasonably necessary for the purpose of back-up or operational security;
- (b) not to 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 applicable mandatory law without the possibility of contractual waiver.

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 Users 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 upon 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 Users without prior written consent from the Company;
- (j) not to change any of the settings of the Software without prior consent of Company and its authorized reseller;
- (k) to equip the systems using the Software and/or via which the Software is used with adequate security measures (e.g. anti-virus software and/or firewalls) and indemnify Company for all damages, such as (but not limited to) viruses, hacking, exploits and other attacks, caused by third parties to Company, Licensee or any other party;
- (l) to maintain an adequate and suitable policy regarding back-ups, restore and recovery of all data processed by Licensee through the Software and indemnify Company for all damages and claims arising from any inadequacy in the aforementioned policy or the carrying out thereof;
- (m) to ensure the License covers a sufficient number of user licenses for the systems connected with the Software.

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 if any (“**Media**”) will be free from defects in material or workmanship when used in accordance with this Agreement for a period of six (6) months from the date of delivery of the Media . 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 of delivery of the Software (unless a longer period is otherwise required by applicable mandatory law), the Software will, when properly installed and 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. Any Third Party Program (as defined below) are excluded from this limited warranty or use of this Software with other software, hardware, operating systems or configurations that for which it was designed, voids this warranty.

3.3 Unless otherwise stated in the License, if either of the warranties in clause 3.1 or 3.2 is breached, you must notify the Company in writing as soon as possible. You must give the Company a reasonable time to fix the bug and (if necessary) to supply you with a workaround or a Bug Fix or 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 consider that it is a sensible way to deal with the bug, then the Company may if it wishes elect to have the Software and the Documentation returned and to refund to you all of the sums which you have paid to the Company under this Agreement. In such case, the refund

will be the only remedy you are entitled to 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, except for the limited warranty provided herein, the Company, its Affiliates, its authorized resellers and 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 and non-infringement, 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. The Company does not warrant that the Software will meet your requirements or intended purpose. To the extent prohibited by applicable law, some or all of the above limitations or exclusions may not apply to you.**

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

#### **4. The Company's liability**

4.1 Except as otherwise set out in this Agreement, Company is in no event liable for:

- (i) any indirect, incidental, special or consequential damages or losses,
- (ii) any loss of profits, loss of sales or contracts, loss of savings, lost revenues, or
- (iii) loss of data,
- (iv) loss or reduction in the value of goodwill,

arising from or relating to the Software or this Agreement, even if Company had been advised of the possibility of such damages.

4.2 No distributor, dealer or any other entity or person is authorized to expand or alter the abovestated provisions of this Agreement.

4.3 Only if the liability of Company cannot be excluded under the applicable law, Company's total aggregate liability under this Agreement and in relation to the Software shall be limited to the greater of (i) the aggregate license fees paid for the Software licensed under this Agreement for the period of twelve (12) months preceding the claim, or (ii) the sum of £5000.

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

**4.5 TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

## **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 limited License granted to you in accordance with the terms of this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Company is granted by this Agreement. Without limiting the foregoing, Company and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the Software; (c) all evaluations, comments, ideas and suggestions made by you regarding the Software, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Company's or its licensors' intellectual property rights. You agree to treat, protect and maintain the

intellectual property rights of Company and its licensors as strictly confidential.

5.2 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.

5.3 **Third Party Programs**

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

(ii) Only when expressly permitted by applicable law without the possibility of contractual waiver or required by a Third Party License, Ricoh waives the prohibition in clause 2.1 hereof against reverse engineering or decompiling, but only as to the respective Third Party Program for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software. Except as expressly set out in this Agreement or by Ricoh, you acknowledge that you have no right to have access to the Software in source code form, in unlocked coding or otherwise in human readable form with comments.

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



PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE CAUSED BY ANY THIRD PARTY PROGRAMS.

## **6. Data Protection**

Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere it does business (“Contact Information”). Such Contact Information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers authorized by Ricoh, and assignees of Ricoh for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for providing services, for promotions, and for market research). You acknowledge that your Contact Information will be stored at data centers, which may, or may not be located in the country where you are located, and you consent to the processing and storage of your Contact Information in such location (including storage at data centers outside the European Economic Area, even if you are located within the EEA). Under protection of confidentiality agreements, Ricoh may transfer your Contact Information to third party processors to help Ricoh provide services and manage its relationship with you, including purchase and order fulfillment, credit card processing, providing marketing assistance and providing other customer services. You agree that in the event we undergo re-organisation or are sold to a third party, Ricoh may transfer the Contact Information to that re-organised entity or third party.

## **7. Termination**

7.1 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.

7.2 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)).

## **8. General**

8.1 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.

8.2 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 applicable to the jurisdiction in which the Software was obtained and in which it is used.

8.3 This Agreement shall be governed by and construed in accordance with the laws of England. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

8.4 All disputes arising between you and the Company with respect to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of England. Notwithstanding the foregoing, Company 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.

8.5 You agree that this Agreement and any document expressly referred to in it (including the License) 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.

8.6 No amendment to this Agreement shall be effective unless signed by a duly authorized

representative of both parties.

- 8.7 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.
- 8.8 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all Ricoh Affiliates and licensors 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.
- 8.9 The original version of this Agreement is in English. 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.
- 8.10 Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.