

## SOFTWARE LICENSE AGREEMENT

FOR USE OF:

Streamline NX V3

With FM AUDIT by eCommerce Industries, Inc.

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**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT (the "Agreement") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. Your use of the FM Audit modules is governed by this Agreement.**

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IF THE SOFTWARE IS BEING PROVIDED AS A FREE TRIAL, FOR SIXTY (60) DAYS FROM INSTALLING THE SOFTWARE AND ACTIVATING THE TRIAL LICENSE KEY ("TRIAL PERIOD"), YOU MAY USE THE SOFTWARE FREE OF CHARGE. IF YOU WISH TO CONTINUE TO USE THE SOFTWARE AFTER THE TRIAL PERIOD ELAPSES, YOU SHALL OBTAIN THE LICENSE (HEREINAFTER DEFINED) FROM RICOH OR YOUR VENDOR SEPARATELY.

### **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, if any, Ricoh hereby grants you a limited, non-exclusive, personal, non-transferable, license to use the Software in machine-readable object code form only and the Documentation ("**License**"). This License and your use of the Software is further expressly limited to the number, volume, quantity or other usage metrics or limitations set forth in the License

Confirmation and Documentation (“**Confirmation of Permitted Usage**”). Depending upon the product, the usage metrics may be stated as a permitted number of users, seats, multi-functional printers, devices, personal computers or servers, or some other quantitative limitation. Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates or enhancements to the Software.

1.2 You agree to use the Software in accordance with the terms of this Agreement and any additional terms set out in the Confirmation of Permitted Usage.

1.3 Subject to the Confirmation of Permitted Usage, You may: (a) install, load, execute, operate, perform, display and use the Software for your internal business processes and operations only; (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, and (c) use any Documentation in support of the use permitted under clause 1.1 and make copies of the Documentation as reasonably necessary for its lawful use.

## **2. Licensee’s undertakings.**

2.1 Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law without the possibility of contractual waiver or limitation, you agree and undertake:

- (a) not to copy the 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 make any derivative works of the Software, nor 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 or reverse engineer the whole or any part of the Software except where required by the terms of an applicable open source software license, or by applicable law without the possibility of contractual waiver;
- (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 Ricoh;
- (e) not to distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part;
- (f) 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;
- (g) 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;
- (h) to include the copyright notice of Ricoh 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 Ricoh.

2.2 You must permit Ricoh and its authorized 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.

### **3. Global Maintenance and Support.**

3.1 Ricoh will provide updates, bug fixes, version upgrades, or any similar revisions or improvements for the Software ("**Global Maintenance and Support**") under a Global Maintenance and Support plan. You must purchase a Global Maintenance and Support plan from your vendor which is mandatory for the entire term of the License. Contact your installing vendor for more information.

3.2 In order to provide meter and other information on non Ricoh manufactured hardware devices, the Software contains FM Audit modules developed by eCommerce Industries, Inc. Ricoh is not responsible for the accuracy of meter reads or other data generated by the FM Audit modules. Licensee is responsible for distributing or installing the FM Audit agent or end point on any personal computer that controls a hardware device intended to be monitored by the Software. In the event of any issues with FM Audit modules, Ricoh will use reasonable commercial efforts to coordinate resolution with the manufacturer.

### **4. Limited Warranty/DISCLAIMERS & EXCLUSION OF WARRANTIES.**

4.1 For the period of ninety (90) days from earlier of the shipment or download date, Ricoh warrants that (i) the Product, when installed on the hardware and/or operating system for which it was designed, will operate in substantial conformance with the Documentation and (ii) the physical media on which the Product is furnished, if any, will be free from defects in materials and workmanship. Third Party Programs (if any) are excluded from this Limited Warranty, and alteration, damage or misuse of the Product, or use of the Product with other software, or with hardware, operating systems or configurations other than that for which it was designed, voids this warranty. If, within this limited warranty period, You report to Ricoh that the Product or media is not performing as described above, Ricoh, at its option will (i) correct the problem, (ii) replace the media or the Product with a copy that substantially conforms to the Documentation or (iii) refund the fee You paid for the Product, if any. You agree that the foregoing constitutes Your sole and exclusive remedy for breach of any warranty provided under this Agreement.

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**5. Ricoh's liability.**

**5.1 UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION AND SUBJECT TO CLAUSE 5.4, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR SUPPLIERS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "RICOH PARTIES") BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (A) LOSS OF PROFITS, SALES, BUSINESS, ANTICIPATED SAVINGS OR REVENUES; (B) LOSS OF GOODWILL; (C) LOSS, DAMAGE OR ALTERATION OF DATA; (D) LOSS OF OR LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.**

**5.2 IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, RICOH PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SOFTWARE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SOFTWARE OR \$100 US DOLLARS.**

**5.3 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.**

**5.4 TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 11.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**6. Intellectual Property Rights; Third Party Programs.**

**6.1 You acknowledge that all intellectual property rights, title, and interest in the Software and Documentation throughout the world are owned by Ricoh 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, Documentation or anything else supplied to you under this Agreement other than limited License provided by this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh is granted by this Agreement. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the 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 Ricoh's or its licensors' intellectual property rights. You agree to treat, protect and maintain Ricoh's intellectual property rights as strictly confidential.**

**6.2 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.

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6.4 Notwithstanding anything herein to the contrary, all Third Party Programs are furnished by Ricoh without any maintenance and 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.

## **7. Term and Termination.**

7.1 The term of this License will continue so long as the Global Maintenance and Support plan remains in effect.

7.2 At Ricoh’s option and upon notice to you, this Agreement will terminate immediately if you fail to pay any fees or charges specified in your Confirmation of Permitted Usage or fail to comply with any of the material terms and conditions of this Agreement, including Section 3.1.

7.3 Upon expiration of the term (if applicable) or termination of this Agreement, you must immediately stop using the Software and, at Ricoh’s option, delete, destroy or return the Software and all of its copies, and confirm to Ricoh or your vendor when this has been done. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive.

## **8. U.S. Government Restricted Rights.**

8.1 If you are licensing the Software or its accompanying Documentation for or on behalf of the U.S. Government, then in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions), it is classified as “Commercial Computer Software” and “Commercial Computer Software Documentation” and is being licensed to U.S. Government end users (i) only as Commercial items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

## **9. Contact Information.**

9.1 Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh and your vendor to store and use your contact information,

including names, phone numbers, and e-mail addresses, anywhere it does business. Such 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 or your vendor may transfer your contact information to third party processors to help Ricoh or your vendor 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. You (as well as the relevant data subject) are entitled to exercise the rights of access, amendment, deletion or objection to the personal data held by Ricoh or your vendor by notifying Ricoh or your vendor in writing.

## **10. CONSENT TO GATHER AND TRANSMIT ANONYMOUS DIAGNOSTIC AND USE INFORMATION**

10.1 TO ASSIST RICOH AND ITS AUTHORIZED REPRESENTATIVES (OR YOUR VENDOR) IN SUPPORTING YOU AND SERVICING YOUR DEVICES, YOU CONSENT TO THE COLLECTION AND TRANSMISSION BY THIS SOFTWARE OF INFORMATION ABOUT YOUR COPIERS, PRINTERS AND MULTI FUNCTIONAL DEVICES TO A RICOH REMOTE SERVER, WHICH MAY BE LOCATED OUTSIDE THE COUNTRY WHERE YOUR DEVICES ARE LOCATED. THE INFORMATION MAY INCLUDE, BY WAY OF ILLUSTRATION AND NOT LIMITATION: (I) IDENTIFICATION OF ANY NETWORKED OUTPUT DEVICE (E.G., MAKE, MODEL AND SERIAL NUMBER), (II) DEVICE USAGE, METER AND DIAGNOSTIC INFORMATION (E.G., NUMBER OF PAGES PRINTED, ERROR CODES, ETC.), AND (III) VERIFICATION OF LICENSE COMPLIANCE. THIS SOFTWARE CANNOT AND DOES NOT COLLECT DOCUMENT CONTENT OR PERSONALLY IDENTIFIABLE INFORMATION ABOUT USERS. RICOH RETAINS ALL RIGHT, TITLE AND INTEREST IN THIS INFORMATION, WHICH IT MAY USE OR PROVIDE TO THIRD PARTIES AUTHORIZED BY RICOH OR YOUR VENDOR TO SERVICE YOUR DEVICES AND IN ORDER TO PROVIDE BETTER SERVICES TO YOU. RICOH OR YOUR VENDOR MAY ALSO USE THIS INFORMATION FOR ITS REGULAR BUSINESS PURPOSES INCLUDING BUT NOT LIMITED TO PRODUCT DEVELOPMENT, RESEARCH AND MARKETING, SO LONG AS THE INFORMATION IS COLLECTED ANONYMOUSLY IN A FORM THAT DOES NOT PERSONALLY IDENTIFY YOU.

## **11. General.**

11.1 Ricoh may transfer, assign, 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. Neither this Agreement nor the license to use the Software may be assigned or otherwise transferred by you except to (i) a wholly owned subsidiary or (ii) an affiliate that is controlled by or under common control with you and which, in either case, expressly agrees in writing to assume all obligations under this Agreement. No such permitted assignment shall release the original licensee from liability hereunder.

11.2 You agree to comply with all applicable export and import laws and regulations applicable to the jurisdiction in which the Software was obtained and in which it is used. Without limiting the foregoing, in connection with use of the Software, you shall comply with all export laws and

regulation applicable to goods of United States origin including those that prohibit the Software from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

11.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you purchased or obtained the Software, as follows:

- (a) if you purchased or obtained the Software in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if you purchased or obtained the Software in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of England, or
- (c) if you purchased or obtained the Software in the regions other than those provided in clauses (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

**To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.**

11.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

11.5 Failure of Ricoh to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

11.6 You agree that this Agreement is the entire agreement between you and Ricoh concerning the license and the terms of use of the Software and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the license and the terms of use of the Software and Documentation.

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

11.8 Ricoh will not be liable to you for any breach of this Agreement which arises because of any circumstances which Ricoh cannot reasonably be expected to control.

11.9 If the Software is supplied on a demonstration, evaluation, trial or similar not-for-resale (“NFR”) basis, you are granted a limited, non-exclusive license to use a copy of the Software under the terms of this Agreement for a limited time period only. BY YOUR USE OF THE NFR OR EVALUATION SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SOFTWARE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. ALL NFR OR EVALUATION COPIES ARE LICENSED “AS IS” WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

11.10 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of Ricoh Affiliates 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.

11.11 If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

11.12 You acknowledge that the unauthorized disclosure or use of the Software or any related Documentation or of Ricoh’s intellectual property rights, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

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

11.14 If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or the sale or use of the Software itself that is not otherwise provided for in the Confirmation of Permitted Usage, you agree to pay it when your vendor invoices you.

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