

SOFTWARE LICENSE AGREEMENT

FOR USE OF:

Streamline NX

With MPS Monitor by MPS Monitor S.r.l

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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.

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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.

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9.1 Unless otherwise prohibited by applicable law without the possibility of contractual waiver or

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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

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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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