

## **TERMS OF SERVICE**

**FOR**

### **RICOH INTEGRATED CLOUD ENVIRONMENT (ICE) (“SERVICES”)**

**IMPORTANT NOTICE! THIS IS A LEGAL AGREEMENT BETWEEN YOU AND RICOH AMERICAS CORPORATION. BY COMPLETING THE REGISTRATION PROCESS, ACCESSING THE USER SIGN IN PORTION OF THE WEBSITE THROUGH WHICH THE SERVICES ARE ACCESSED, OR BY ACCESSING OR USING THE SERVICES VIA A RICOH COPIER, PRINTER OR MULTI FUNCTIONAL PRODUCT, 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, DO NOT CONTINUE WITH THE REGISTRATION PROCESS. IN THAT CASE, IF YOU HAVE ALREADY PAID FOR THE SERVICES, PLEASE CONTACT YOUR VENDOR FOR A REFUND.**

#### **BACKGROUND AND DEFINED TERMS:**

The services to be provided by Ricoh (“Services”) consist of a website (the “Site”) and the hosting and provision of certain applications and technology, which are available for use by Subscribers via the Internet. “Subscriber” or “you” means the entity or individual registered as the account owner and anyone using the service under your account name and/or password. The Services include access to the Site, and the remote use of a portion of certain computer server equipment, software and other associated equipment provided by Ricoh, its agents or third party providers. The specifics of your transaction shall be as set forth in the ordering documents for your purchase of the Services that are executed from time to time with Ricoh or with an authorized Ricoh reseller (a “Purchase Order”). Subscriber and its “Users” are entitled to use the Site and Services only for the duration of the subscription period indicated in its purchase order documentation (the “Term”), and only for the number of individuals, seats, machines or other volume usage metrics for which a subscription fee has been paid. “Users” mean any individuals who access or use the Site and Services under Subscriber’s account and may include employees, consultants or contractors and agents of Subscriber. Other capitalized words in quotes shall have the meanings ascribed to them when they first occur in this Agreement.

#### **TERMS AND CONDITIONS OF USE:**

##### **1. Subscription and License to Use Services.**

a. Limited Term Subscription License. Subject to the terms and conditions of this Agreement and Subscriber's payment of all applicable “Fees” (as defined below), Ricoh hereby grants to Subscriber and its Users a time-limited, a non-exclusive, non-assignable, non-sub licensable, non-transferable subscription license to access and use the Site and Services remotely over the Internet, only for the Term set forth in the Purchase Order. All use by Subscriber and its Users shall further be strictly limited to the volume, storage, number, quantity, activity, transaction, frequency, seat, server or other license usage or restriction metrics as set forth in the Purchase Order. This license is valid for installation and use in North America only, and is granted solely to Subscriber and not, by implication or otherwise, to any parent, subsidiary or affiliated entities of Subscriber or any of their Users, and is for Subscriber's internal business purposes only. This license governs any future releases, versions or enhancements to the Services. This Agreement shall not be deemed to transfer any ownership, title or proprietary rights to the Services to Subscriber. All rights not expressly granted hereunder are reserved to Ricoh and/or its licensors. If

the Services are being supplied to you on a no-cost “trial period”, “beta”, “premarket observation” or similar evaluation basis, the foregoing License is expressly limited to that stated period of time. Following expiration of that time period, you may purchase the right to use the fee-based version of the Services (if then available) in accordance with the terms of this Agreement. BY YOUR USE OF A NO-COST LICENSE, YOU UNDERSTAND AND AGREE THAT YOUR RIGHT TO USE THE SERVICES WILL AUTOMATICALLY TERMINATE AFTER THE STATED TIME PERIOD AND THEREAFTER, YOU WILL NOT BE ABLE TO CONTINUE USE OF THE SERVICES UNTIL YOU PURCHASE A FEE-BASED VERSION THEREOF.

b. Subscriber’s Operating Environment. Subscriber is solely responsible for acquiring, installing, operating and maintaining the hardware, software and Internet Browser connections and environment necessary to access the Site and use the Services. The Services may not support or be compatible with all operating systems, browsers or networks, and it is Subscriber’s responsibility to verify compatibility prior to purchasing the Services.

c. Upgrades; Revisions. Ricoh reserves the right to modify, add, or remove features or functions to or from the Site and/or Services, or to provide programming fixes, enhancements, updates and upgrades, thereto and to convert Subscriber to new versions thereof at any time in its sole discretion, without notice and without incurring any liability whatsoever; provided, however, Ricoh shall have no obligation to provide such corrections or upgrades.

d. Ancillary Software License. In the event the Services purchased include any ancillary software products for exclusive use with Services, or include the download and use of any local widget, browser tool, or similar agent (“Ancillary Software”), then Ricoh, or its licensors, grant you a limited, non-exclusive, non-assignable, non-sub licensable, non-transferable license to use the Ancillary Software. Such Ancillary Software license shall be on the terms and conditions of this Agreement, solely for use with the Services and only for the Term of your subscription. Your acceptance of this Agreement shall also be deemed to constitute acceptance of such Ancillary Software license. This Ancillary Software license will automatically terminate upon the expiration or termination of this Agreement.

e. Restrictions on Use. Subscriber shall not: (i) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Services, (ii) copy, or reproduce the Site or Services in any way, in whole or in part, (iii) modify, alter, tamper with, repair or create any derivative work based on the Services, (iv) remove any proprietary notices, labels, or marks on the Site or Services (v) assign, rent, sell, transfer, re-distribute or sublicense the Services, or any part thereof, to any third party, (vi) create Internet “links” to the Site or Services or “frame” or “mirror” any content available on the Services on any other server or wireless Internet-based device, or (vii) operate the Services on a time-sharing or service bureau basis, or (viii) permit the use of the Site or Services by anyone other than Subscriber and/or its Users. Further, Subscriber agrees that it and its Users shall not make use of the Site or Services in excess of any volume, storage, number, quantity, activity, transaction, frequency, seat, server or other license usage or restriction metrics as may be designated in the Purchase Order.

## **2. Fees & Payment.**

a. Fees and Billing. As a condition of use, Subscriber agrees to pay when due all fees and charges for the service package it purchases as specified in a Purchase Order including any new or additional services or extensions of the Term of the subscription period that may be

requested in subsequent Purchaser Orders (“Fees”). Fees are fixed only for the initial Term, and Subscriber acknowledges that Ricoh reserves the right from time to time to change the Fees and/or its fee structure, and that any such adjustment shall become effective at the expiration of the current Term of the subscription. If Subscriber does not wish to pay the adjusted Fees, Subscriber’s sole remedy is to terminate this Agreement at the expiration of the then current Term. Continued use of the Services after a Fee adjustment shall be deemed Subscriber’s agreement to pay the adjusted Fees. All Fees are quoted and payable in United States dollars payable without offset or deduction. All Fees are non-cancellable and non-refundable, and the number or duration of subscriptions or usage purchased cannot be decreased during the Term. Non-payment of any Fees shall be grounds for suspension of Services or termination of this Agreement. Payments shall be made to Subscriber’s vendor (which may be Ricoh, or an authorized Ricoh dealer or reseller) and are subject to all due dates and finance charges as contained in the Purchase Order. If the Services have been purchased from a dealer or reseller, Subscriber acknowledges that no reseller of the Services has any authority to alter the terms of this Agreement or any of Ricoh’s obligations hereunder.

b. Taxes. In addition to the Fees, Subscriber shall responsible for and agrees to pay all taxes that are, or may in the future be, assessed in connection with the provision or use of the Services including but not limited to any local, county, state, federal or foreign VAT, sales, use, excise, gross receipts, transfer, personal property or other similar taxes, or duties, or taxes on Internet transactions (“Taxes”). However, Subscriber shall not be responsible for paying any taxes based on Ricoh’s net income or property.

c. Third Party Fees. In addition to the Fees for the Services, Subscriber is responsible for the fees and charges, if any, associated with the operation of its mobile devices and personal computers, such as messaging charges and airtime, and the costs of Internet access.

d. Audits. Subscriber grants to Ricoh and its accountants the right to examine Subscriber’s books, records and accounts during normal business hours to verify compliance with this Agreement and the licenses granted hereby. In the event such audit discloses non-compliance, Subscriber shall promptly pay to Ricoh the appropriate Fees plus the reasonable costs of the audit. To facilitate confirmation of proper usage, Subscriber shall maintain accurate records of all information related to the subject matter of this Agreement, including, without limitation, the identity, User names and passwords of all Users, and the nature of all uses Subscriber and any Users make of the Services.

### 3. Term.

a. Term. The term of this Agreement shall commence on the date specified in your Purchase Order but in no event later than the first to occur of the date (i) you complete any registration or activation of the Services or (ii) you first access or use the Services, and shall continue, unless sooner terminated as provided herein, for the period specified in your Purchase Order (the “Term”).

b. Renewal. Prior to the expiration of the initial Term, Ricoh will contact you to renew your subscription. At that time, you may choose to execute a new Purchase Order to extend the Term of this Agreement at Ricoh’s then current Fees. **IMPORTANT REMINDER: Unless renewed, your access to the Services will be disabled at the end of the Term.**

#### **4. Use of Services; Suspension; Third Party Services.**

a. **Control of Access; Passwords; Administrators.** Subscriber shall be responsible for all access or use of the Site or Services by Subscriber, its Users, and any person or entity using Subscriber's account or a password provided by or obtained from the Subscriber, whether or not such access or use has been authorized by Subscriber and whether or not such person or entity is actually an employee or agent of Subscriber. Subscriber is solely responsible for selection of its Users, assignment and control of passwords or other access controls or restrictions to the Services, and assuring that all Users abide by all of the terms, conditions and restrictions contained in this Agreement. Subscriber is responsible for maintaining the confidentiality of Subscriber's account number and passwords. Subscriber agrees to immediately notify Ricoh of any unauthorized use of Subscriber's account or passwords of which Subscriber becomes aware. Ricoh reserves the right to require you to alter your password if we believe that your password is no longer secure. For some Services, Subscriber will be required to designate one Subscriber employee as an "Administrator" to be responsible for all administrative matters relating to Subscriber's use of the Service. In those instances, Ricoh will provide the Administrator with an administrative password and the ability to issue passwords and usernames to Subscriber's Users, up to the number and type of licenses that Subscriber has purchased. In such instances, Subscriber's Administrator shall be responsible for setting and modifying the Users' profiles and preferences for the Services, authorizing and terminating individual User passwords and usernames, and specifying the access rights of those individuals to the Services.

b. **Conduct; Service Misuse.** Subscriber agrees and covenants that its use of the Site and Services shall comply with the terms and conditions of this Agreement and that it will not use the Site or Services for any unlawful purpose. Without limiting the foregoing, Subscriber agrees that it will not use or permit the Site or the Services to be used: (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws or community standards; (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) to upload, transmit or post any Content that Subscriber does not have the right to transmit or that would infringe the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (iv) to facilitate sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) to collect, intercept or harvest screen names, to collect, intercept or store Content, email addresses, or any personal data about other users of the Services, or to solicit or attempt to discover a user's password, screen name or other registration information without the such user's or subscriber's express knowledge and consent; (vi) to use the Services beyond the storage or usage restrictions set forth in the service package purchased by Subscriber, or otherwise interfere with, harm, disrupt or place an undue burden or demand on the Site or Services or the servers or networks involved with the operation thereof; (vii) to gain unauthorized access to the Site or Services or to access (or attempt to access) another subscriber's data or other accounts, computer systems or networks connected thereto, through password mining or any other means; (viii) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services or to impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity or (viii) to use the Site or Services in any way that is illegal or violates any local, state, national or foreign law, ordinance, rule or regulation (collectively, a "Service Misuse"). Subscriber shall be solely responsible for any damage to any party resulting from any Service Misuse by it or its Users.

c. Suspension of Access. Without limiting other remedies, Ricoh in its sole discretion may suspend, deny or block access to or use of all or a portion of the Site and/or Services, including access to Subscriber's account and Content, without notice for any of the following reasons: (i) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action, (ii) to prevent interference with, damage to, or degradation of the Site or Services, (iii) to eliminate a condition that is potentially damaging or harmful to other subscribers or Ricoh, (iv) in the event of any Service Misuse or if the Site or Services are used in a manner that may or does expose Ricoh to legal liability, or (vii) upon any breach or default in any other material term of this Agreement. In connection with the foregoing, Ricoh shall have the right, in its sole discretion, to deactivate, change and/or delete the passwords of Subscriber and/or any of its Users.

d. Service Availability. Ricoh uses reasonable endeavors to ensure that the Site and Services are available 24 hours a day 7 days a week, and, when possible, attempts to schedule routine preventative maintenance during off-peak hours. However, Subscriber's access to and use of the Site and Services may be unavailable for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures, problems inherent in the use of the Internet and electronic communications, failures of Ricoh's or its service providers (including telecommunications, hosting, and power providers) or other interruptions. Ricoh is entitled, without any liability to Subscriber, to suspend or limit access to any portion or all of the Services at any time: (i) for scheduled downtime to permit Ricoh to conduct maintenance or make modifications to the Services or (ii) in the event of a denial of service attack or other attack on the Services or other event that Ricoh determines, in Ricoh's sole discretion, may create a risk to the Services, to Ricoh or to any of Ricoh's other customers if the Services were not suspended. Ricoh will take reasonable steps to minimize such disruption where it is within the reasonable control of Ricoh. **Subscriber agrees that Ricoh shall not be liable for any interruption, outage, unavailability or suspension of the Services. Subscriber is responsible for creating backups of any data or Content that it transmits, uploads, posts to, or processes using the Services.**

e. Use of Third Party Services; Non Endorsement. The Services may include access to certain third party websites and services (collectively, "Third Party Services"). Your use of any Third Party Services shall be subject to the terms and conditions of the respective Third Party license agreements or terms of use, with which you must agree before you access the Third Party Services. By using the Ricoh Site to access these Third Party Services, you may be exposed to content that may be deemed indecent, inaccurate, offensive or otherwise objectionable. Ricoh does not promote, endorse, take responsibility for, warrant or guarantee any Third Party Services. Because Ricoh has no control over the Third Party Services, you agree that use of such Third Party Services is at your sole risk and agree that Ricoh is not liable for any loss or damage that you may suffer by using such Third Party Services. **All Third Party Services are furnished by Ricoh WITHOUT SUPPORT, "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.**

## **5. Subscriber Content; Disposition of Content.**

a. Ownership of Content. The Services may include functionality that permits Subscriber and its Users an opportunity to transmit, exchange, store, use and/or process certain information, documents, records, data, files, images and similar materials (all such materials in any type of media whatever of Subscriber and its Users are collectively referred to herein as "Content"). Subscriber acknowledges that the Subscriber Content may include material that is either owned by or is the subject of and protected by copyright, trademark, trade name, service mark, trade secret,

patent, moral, database, privacy, publicity and other intellectual property and proprietary rights of third parties. Subscriber hereby represents and warrants that it has all necessary rights in and to all Content provided or submitted to, stored on or processed using the Services, and that the storage, transmission or use of the Content in connection with Ricoh's provision of the Services will not violate any such third party intellectual property rights.

b. Subscriber License to Ricoh. Subscriber hereby grants to Ricoh and its agents an irrevocable, non exclusive, transferrable, worldwide, royalty-free, fully-paid right and license to host, cache, store, copy, access, display, process, transmit and otherwise use the Subscriber Content solely in connection with the provision of the Services under this Agreement. Subscriber continues to retain all ownership rights in any Content, shall comply with all laws pertaining to the Content and its use thereof, and shall remain solely responsible for its conduct, and for any material or information transmitted to others during its use of the Services. Ricoh disclaims any ownership rights in any Subscriber Content.

c. Disposition of Content. Upon written request to Ricoh received within thirty (30) days from the earlier of the expiration or termination of this Agreement, Subscriber may request to have electronic copies of the Content stored by Ricoh, if any, transferred to it pursuant to Ricoh's then current data export offerings and pricing. Otherwise, ANY CONTENT YOU MAY HAVE STORED ON RICOH SYSTEMS MAY NOT BE RETRIEVED, AND RICOH SHALL HAVE NO OBLIGATION TO MAINTAIN ANY CONTENT STORED FOR SUBSCRIBER, OR TO FORWARD SUCH CONTENT TO SUBSCRIBER OR ANY THIRD PARTY. In no event shall Ricoh be required to release Subscriber Content until Subscriber has paid in full any Fees due hereunder and prepaid the estimated costs of data export. Notwithstanding anything in the foregoing to the contrary, in no event shall Ricoh be required to delete any Subscriber Content from any disaster recovery, back-up tapes, disks or archives.

**6. Location and Use of Subscriber Content; Security.** Ricoh may store and process the Content on computers located in the United States and other countries where Ricoh and its agents have facilities. Your acceptance of this Agreement includes your consent to transfers of the Content outside of the country where your business or Users are located. Ricoh will only use Subscriber Content as necessary to provide the Services and in connection with implementing and administering this Agreement. Notwithstanding the foregoing, Ricoh reserves the right (but not the obligation) to prescreen, censor, review or monitor the use of the Services, including the Subscriber Content; however, Ricoh shall not be liable for any failure to do so. The security of your information is important to us. Ricoh follows generally accepted industry standards to protect the information submitted to us. However, no method of transmission over the Internet, or method of electronic storage is 100% secure, and Ricoh cannot guarantee absolute security. You should also be aware that any decision on your part to share your Content with another party using technology provided under the Services will create additional risks to the privacy and security of your Content. You are solely responsible for your decision to share access to your Content and any unauthorized access that may result from such sharing.

**7. Ownership of Intellectual Property.** You acknowledge and agree that the Site and Services use and contain confidential and proprietary information and technology of Ricoh and/or its licensors and embody trade secrets and intellectual property of Ricoh and/or its licensors protected under United States copyright and other laws, and by international treaty provisions. Your rights in the Site, Services and Ancillary Software are limited to those license rights expressly granted under this Agreement, and Ricoh and/or its licensors retain all rights not expressly granted herein. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in to: (i) all software

code (source and object), functionality, technology, system or network architecture, databases, tools, reports, user interfaces, URLs and domain names and all modifications thereto; (ii) all trademarks (including logos, slogans, trade names, service marks), (iii) all trade secrets, ideas, inventions, patents, copyrights and other intellectual property rights; (iv) all evaluations, comments, ideas and suggestions made by You regarding the Site and/or Services, even if those are incorporated into subsequent versions, and (v) any modifications or derivative works developed from or to any of the foregoing, specifically including any customizations, modifications or alterations to the Site or Services for your use (collectively, "Ricoh's Intellectual Property Rights"). You agree to treat, protect and maintain, Ricoh's Intellectual Property Rights as strictly confidential. Further, no right, title or interest to any trademarks, service marks or trade names of Ricoh is granted by this Agreement. In no event shall Subscriber alter or remove any copyright notice, trademark notice, and/or proprietary legend set forth on or contained within the Site or Services. Ricoh's licensors are intended third party beneficiaries of the provisions of this Agreement relating to the licensor intellectual property that has been incorporated into the Services.

## 8. **Default; Termination.**

a. **Default by Subscriber; Inactive Accounts.** Ricoh, shall have the right to terminate this Agreement if any of the following occur: (i) Subscriber fails to make timely payment of any Fees and such default continues for a period of ten (10) days after Subscriber's receipt of written notice, (ii) Subscriber files a petition in bankruptcy, or is adjudicated bankrupt, or a petition in bankruptcy is filed against Subscriber and not discharged within thirty (30) days, or Subscriber becomes insolvent or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or a receiver is appointed for Subscriber or its business, or (iii) Subscriber fails to perform or breaches any other obligation, warranty, representation or covenant under this Agreement and such default continues for a period of thirty (30) days after Subscriber's receipt of written notice. In addition, Ricoh may terminate any account where Subscriber does not engage in any activity within a period of sixty (60) days from the date of activation or registration, or where Subscriber does not engage in any activity for any period in excess of one hundred and twenty (120) consecutive days.

b. **Suspension of Services; Reinstatement.** In addition to any other rights it may have hereunder, Ricoh may suspend the access of Subscriber and its Users to the Site and/or Services (i) for any event that would otherwise permit Ricoh to terminate the Agreement as set forth in Section 8 a. (Default by Subscriber), and/or (ii) as set forth in Section 4 c. (Suspension of Access) hereof. Upon Subscriber's timely cure of an event of default and/or a Service Misuse, Ricoh will restore access or Services once Subscriber pays Ricoh's reasonable administrative charges for reinstatement.

c. **Termination for Convenience.** Ricoh may terminate this Agreement for convenience at any time upon providing Subscriber with at least thirty (30) calendar days prior written notice and refunding the unused portion of the Fees for the remaining Term of the subscription period. Subscriber shall not be entitled to any refund in the event Ricoh terminates this Agreement for Subscriber's breach or default.

d. **Effect of Termination; Survival.** If Ricoh terminates this Agreement for any reason: (i) Subscriber remains liable for all obligations incurred through the effective date of termination with respect to the Services; (ii) all licenses and rights to use the Site and Services shall terminate; and (iii) Subscriber shall immediately remove the any Ancillary Software from all hard drives, networks and other storage media and destroy all copies of the Ancillary Software in its possession or under its control. Neither party shall be liable to the other for any indirect or consequential damages or

costs (including lost profits, losses on unfulfilled contracts, or losses of any commitment or investment made in reliance upon this Agreement or the representations of the parties) arising or resulting from the termination of this Agreement. The provisions of this Agreement that are required to give effect to its intent and purposes shall survive termination or expiration of this Agreement.

f. Injunctive Relief; No Waivers. Subscriber acknowledges that a Service Misuse or the unauthorized disclosure or use of the Services, Ancillary Software or of Ricoh's intellectual property rights, 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, without the provision of a bond or other undertaking. The exercise of one right or remedy by Ricoh shall not be deemed an election of remedies, or a waiver or estoppel of Ricoh's right to exercise any other remedy hereunder or at law or in equity.

g. Disposition of Content. Upon the expiration or termination hereof, disposition of Subscriber Content shall be as provided in paragraph 5 c. hereof.

**9. Disclaimer of Warranties & Limitation of Damages.** You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Content and property.

a. No Warranties. THE SITE, SERVICES, ANCILLARY SOFTWARE AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, RICOH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, UPTIME, AVAILABILITY, TIMELINESS AND PERFORMANCE OF THE SITE AND SERVICES. RICOH DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, THAT THE SITE OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET SUBSCRIBER'S NEEDS. RICOH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY FUNCTIONALITY OR APPLICATIONS PROVIDED BY THE SERVICES. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SUBMISSION OF ANY DATA, CONTENT, INFORMATION, MATERIAL OR IMAGE TO RICOH, AND THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIALS THROUGH THE SITE OR SERVICES IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND THAT SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ITS DATA, CONTENT, IMAGES OR OTHER MATERIALS OR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIALS. **SUBSCRIBER IS SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF ITS CONTENT.**

b. Limitation of Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, THE "RICOH INDEMNIFIED PARTIES" (as defined below) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, OR DOWNTIME COSTS, OR LOSS OR DESTRUCTION OF CONTENT OR DATA) ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE OR

THE SERVICES, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE OR SERVICES, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR THE SERVICES, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, OR (V) ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICES OR PRODUCTS OFFERED ON THE SITE, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, RICOH'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT RICOH'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A CLAIM FOR DAMAGES AROSE. THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

**10. Indemnification.** Subscriber agrees to defend, indemnify and hold harmless Ricoh and its parent, subsidiaries, affiliated companies, subcontractors, and Licensors, and each of its and their respective officers, directors, agents and employees (collectively, the "Indemnified Parties"), with respect to any suit, claim, demand, cause of action, debt, liability and expense (including reasonable attorneys' fees, costs and expenses) arising from the breach of any representation, warranty, covenant or obligation in this Agreement by Subscriber or by any of Subscriber's agents, employees or Users, or in connection with Subscriber's or any User's use of the Site and Services (including but not limited to a Service Misuse, the infringement by the Subscriber Data of any Third Party IP Rights, or non compliance with applicable laws, including without limitation, export laws and controls), whether or not such use was authorized by Subscriber. Subscriber also agrees to defend, indemnify and hold the Indemnified Parties harmless from any claims made against them by a User. Ricoh reserves the right to approve Subscriber's counsel to defend any such claims, which approval will not be unreasonably withheld, and to approve any settlement agreement. Ricoh also reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber hereunder.

**11. Assignment; Modification.**

a. Assignment. This Agreement is personal to Subscriber and may not be assigned or transferred without the express written consent of Ricoh, which consent may be withheld in Ricoh's sole discretion. Any purported or attempted assignment without such consent shall be void and of no force or effect. Ricoh shall have the right to assign this Agreement to any parent, affiliate or subsidiary, to any entity into or with which it is merged or to any purchase of the majority of its assets. Ricoh may, in its sole and absolute discretion, subcontract or delegate portions of the Services and/or hosting of the Site or Services to other parties, and may change those assignments from time to time without notice to Subscriber.

b. Modification. From time to time, circumstances may require Ricoh to modify or amend the terms and conditions of this Agreement. Accordingly, Ricoh may change the terms and conditions of this Agreement at any time in its sole discretion; however, no such change shall affect you during the then current Term of your subscription. Upon any renewal or extension of your subscription, you agree to be bound by Ricoh's then current terms and conditions for use of the

Services. If you do not agree to be bound by such new terms, your sole and exclusive remedy is to not renew your subscription. Your continued use of the Services following an extension or renewal shall constitute your acceptance of the revised terms of this Agreement.

**12. Notices.** Any notice to be given pursuant to this Agreement shall be in writing. You agree that the parties shall provide notices to each other via regular mail, or nationally recognized overnight courier service. You also agree to the use of electronic mail delivery to your e-mail address on record in Ricoh's account information for any notices sent to you by Ricoh. Non electronic notices to you may be sent to any address indicated in your account registration or in any Purchase Order. Any notice to Ricoh must include a written copy to Ricoh Americas Corporation, 5 Dedrick Place, West Caldwell, NJ 07006, attention "General Counsel". All notices shall be deemed received on the earlier of actual receipt via overnight courier, twelve hours following electronic transmission, or three days following the date of mailing.

**13. Miscellaneous.**

a. Privacy; Contact Information. You consent to the collection, processing and storage by Ricoh of any personal information you provide to Ricoh in connection with a Purchase Order, or the activation or registration of your account in accordance with the terms of Ricoh's Privacy Policy, which is available at <http://www.ricoh-usa.com/about/privacy.aspx>. You agree to allow Ricoh 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, Business Partners, and assignees of Ricoh for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research). Subscriber agrees and hereby consents to allow Ricoh to include Subscriber's name in published lists of companies with whom Ricoh does business provided that such listing of Subscriber's name does not imply any special or specific endorsement without Subscriber's prior written permission.

b. Export Controls. Subscriber shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and shall not use the hosted services to export, or allow the export or re-export of Data, information or content in violation of any such restrictions, laws or regulations. Without limiting the foregoing, Subscriber represents and warrants that (i) it and its Users are not located in, and are not citizens, nationals or residents of any country to which the United States has prohibited the export of technical information, (ii) none of its Users are listed on the United States Department of Treasury list of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotics Traffickers, or on the United States Department of Commerce Table of Denial Orders, (iii) it will not permit the hosted services to be download or otherwise export or re-export the hosted services, directly or indirectly, to prohibited counties or persons on the above-mentioned lists, (iv) it will not use or permit the hosted services to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction, and (v) that it will otherwise comply with all applicable export control laws. Subscriber agrees to indemnify and hold Ricoh harmless, from and against any violation(s) by Subscriber of the provisions of this Section.

c. U.S. Government Restricted Rights. If Subscriber is licensing the Services or the accompanying documentation on behalf of the U.S. Government (including any civilian or military agency), the Services are classified as "Commercial Computer Software" and "Commercial

Computer Documentation" developed at private expense; contain confidential information and trade secrets of Ricoh and its licensors, and are subject to "Restricted Rights" as that term is defined in the Federal Acquisition Regulations. Any use of the Services by the Government shall be solely governed by the terms of this Agreement.

d. Notice for Making Claims of Copyright Infringement. Ricoh will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following Designated Agent for this Website: Ricoh Americas Corporation at the notice address set forth in this Agreement, marked "Attention: DMCA Copyright Agent". To be effective, the notification must include the following: A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Identification of the copyrighted work claimed to have been infringed. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

e. Independent Contractors. The Parties are and shall be independent contractors, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, employment relationship or joint venture between the Parties.

f. Governing Law. This Agreement shall be construed by and interpreted in accordance with the laws of the State of New Jersey without giving effect, however, to New Jersey's choice of law rules. The Uniform Computer Information Transactions Act shall not apply to this Agreement. The Parties agree to use commercially reasonable efforts to resolve any dispute that arises out of the interpretation or performance of this Agreement by escalating the discussion to management levels within their respective organizations. Nothing contained in the foregoing to the contrary, each party reserves the right to exercise its remedies as provided herein and at law and in equity. **The parties hereto specifically waive any right to a trial by jury.**

g. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, acts or omissions of the other party, man-made or natural disasters, material shortages, war, riot, terrorist acts, strikes, delays in transportation, viruses, utility failures, interruption of telecommunications or the Internet service, or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

h. Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

i. No Waivers. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by

the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. No remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

j. Integration. This Agreement and the information submitted in connection with your account registration and any Purchase Order executed in connection herewith constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and merge all prior communications, understanding and agreements.

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